

INTER-UNIVERSITY ACCELERATOR CENTRE (IUAC) NEW DELHI

TENDER NO: IUAC / NIT /36 / UGN/ 2021-2022

TENDER DOCUMENTS FOR

"Supply Installation Testing & Commissioning of 3X200 KVA, 3phase Double Conversion On Line Ups Systems in parallel (N+1 configuration) along with Post Warranty Comprehensive Annual Maintenance Contract (CAMC) for period of 10 years" at Inter-University Accelerator Centre (IUAC)

INTER-UNIVERSITY ACCELERATOR CENTRE (IUAC) ARUNA ASAF ALI MARG POST BOX NO. 10502 NEW DELHI – 110 067

INTER - UNIVERSITY ACCELERATOR CENTRE (An Autonomous Centre of UGC) Aruna Asaf Ali Marg, New Delhi - 110067

NOTICE INVITING E - TENDER

Tender Number : IUAC/NIT/ 36/UGN/2021-22

Date : 16.03.2022

Inter - University Accelerator Centre (IUAC) invites online bids on behalf of the Director IUAC, New Delhi through e-procurement Portal under two bid system, viz., Technical and Financial bids, from eligible / experienced parties for the "Supply Installation Testing & Commissioning of 3X200 KVA, 3phase Double Conversion On Line Ups Systems in parallel (N+1 configuration) alongwith Post Warranty Comprehensive Annual Maintenance Contract (CAMC) for period of 10 years" at Inter-University Accelerator Centre (IUAC).

Tender Documents may be downloaded from Central Public Procurement (CPP) Portal free of cost <u>https://eprocure.gov.in/eprocure/app</u>. Aspiring Bidders who have not enrolled / registered in e-procurement portal should enroll / register before participating through the website https://eprocure.gov.in/eprocure/app. Bids should be submitted online only at website: https://eprocure.gov.in/eprocure/app. Tenderers / Bidders are advised to follow the instructions provided in the e-procurement portal. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned documents.

Only bids received through e-procurement portal will be considered for opening. Bids not covering full scope of work/supply of the products/goods will be rejected and only complete bids will be considered. IUAC reserves the right to accept / reject any / all tenders in part / full without assigning any reasons whatsoever, and the decision of IUAC in this regard will be binding on all the bidders.

Bidder has to select the payment option as "online" to pay the EMD as applicable by going to the link **https://services.sabpaisa.in/pages/iuac.html**. The Earnest Money Deposit shall be in the form of online payment and it should be deposited before the bid opening. Bidders registered with MSME/NSIC are exempted from payments of EMD however, they have to submit Bid Security Declaration Form. Tenderers registered with MSME/NSIC (the unit being registered for the item/work tendered) are required to upload copy of valid registration certificate in the website <u>https://eprocure.gov.in/eprocure/app</u> along with technical bid.

Bidders are advised to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard .XLS BOQ Format with the tender document, then the same is to be downloaded and to be filled and submitted online without modifying the format. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

Any Corrigendum / Amendments in respect of above tender shall be issued on website **https://eprocure.gov.in** and <u>www.iuac.res.in</u> only. Bidders should take into account any corrigendum published on the tender document before submitting their bids. The Director, IUAC reserves the right to accept/reject any/all tenders in part/full without assigning any reasons thereof.

INTER-UNIVERSITY ACCELERATOR CENTRE (IUAC) NEW DELHI

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INTER–UNIVERSITY ACCELERATOR CENTRE ARUNA ASAF ALI MARG POST BOX NO. 10502 <u>NEW DELHI-110067</u>

<u>E-TENDER DOCUMENT</u>

Name of the Work	:	"Supply Installation Testing & Commissioning of 3X200 KVA, 3phase Double Conversion On Line UPS Systems in parallel (N+1 configuration) alongwith Post Warranty Comprehensive Annual Maintenance Contract (CAMC) for period of 10 years" at Inter-University Accelerator Centre (IUAC).
Estimated Amount	:	Rs. 50,00,000/- (Only SITC Works/ excluding batteries & CAMC works)
EMD Amount	:	Rs. 1,00,000/-
Last Date and Time of Submission of Tender	:	06/04/2022 at 3.00 PM
Date & Time for Opening of Tender (Tech. Bid-Part-A)	:	07/04/2022 at 3.30 PM
Date & Time for Opening of Tender (Price Bid-Part-B)	:	To be intimated to technically qualified bidders
Contact persons	:	Administrative Officer (S&P), Email: <u>iuacstores@gmail.com</u> Phone: 2412 6018, 2412 6022
		For Technical In-charge, Electrical Phone: 2412 6018, 2412 6022

SECTION-I

1. INSTRUCTION TO BIDDERS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the CPP Portal. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: https://eprocure.gov.in/eprocure/app.

1.1 **REGISTRATION**

- a) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- b) As part of the enrollment process, the bidders will be required to choose a unique user name and assign a password for
- c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- d) Bidder then logs in to the site through the secured log-in by entering their user ID / password

1.2 SEARCHING FOR TENDER DOCUMENTS

- a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective "My Tenders" folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Help desk.

1.3 PREPARATION OF BIDS

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS /JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or ,,"Other Important Documents" area available to them to upload such documents.

These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

1.4 SUBMISSION OF BIDS

- e) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- f) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- g) Bidder has to select the payment option as "online" to pay the tender fee / EMD as applicable by going to link:https://services.sabpaisa.in/pages/iuac.html..
- h) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- i) The server time (which is displayed on the bidders" dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- j) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- k) The uploaded tender documents become readable only after the tender opening by the authorized bid openers. Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 1) The bid summary has to be printed and kept as an acknowledgment of the submission of the bid. This acknowledgment may be used as an entry pass for any bid opening meetings.

1.5 ASSISTANCE TO BIDDERS

- m) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- n) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Help desk. The contact number for the help desk is 1800 3070 2232.

SPECIAL INSTRUCTIONS TO BIDDERS FOR REGISTRATION WITH COMPETENT AUTHORITY

Bidders Registration

- 1) Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
- 2) "Bidder" for the purpose of this tender (including) the term 'tender', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several person, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated here in before, including any agency, branch or office controlled by such person, participating in a procurement process.
- 3) **"Bidder from a country which shares a land border with India"** for the purpose of this tender means:
- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any
- of the above
- 4) **"The Beneficial owner"** for the purpose of (3) above will be as under:
- In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has ownership interest or who exercises control through other means. Explanation: -

a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;

b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;

- 2) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- 3) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- 4) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5) In case of a trust, the identification of beneficial owner(s) shall including identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

"An Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

Sub-contracting in works contracts

In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

<u>*Please note that the bidders shall provide the mandatory Certificates in the following formats on their registered Company's letter heads:</u>

Certificate for Tenders involving procurement

"I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/we certify that we are not from such a country or, if from such a country, have been registered with the Competent Authority, I/we hereby certify that we fulfill all requirements in this regard and are eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]"

Certificate for Tenders for Works involving possibility of subcontracting

"I/We have read the clause regarding restrictions of procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I/we certify that we are not from such a country or, if from such a country, have been registered with the Competent Authority and will not sub-contract any work to a contracting from such countries unless such contractor is registered with the Competent Authority. I/we hereby certify that we fulfill all requirements in this regard and is/are eligible to be considered. [Where applicable, evidence of valid registration by the competent Authority shall be attached.]"

Tenderer's Signature and seal

2: GENERAL TERMS AND CONDITIONS

2.1 Submission of Tender: Tenders should be uploaded on GEM portal in two parts separately, i.e. "Technical Bid" (Part-A) and "Price Bid / BOQ)" (Part-B). No other mode of submission will be accepted. Any clarifications/amendments/corrigenda etc., to NIT before last date of submission of bid will only be available on our website: www.iuac.res.in. Therefore bidders are advised to keep visiting our website.

2.2 Technical Bid (Part-A) :

Pre-qualification of Bidder

The bid should be from OEM/Authorised firms by OEM. The bids from sole selling agents/authorised distributors/ authorised dealers/ authorised supply houses can also be considered, provided such bids are accompanied with back-up authority letter from the concerned manufacturers who authorised them to market their product, provided further that such an authority letter is valid at the time of bid opening. Offers without back-up authority from manufacturer will not be considered. Required warranty cover of the manufacturers for the product will be provided by such supplier. IUAC reserves the right to visit the working sites mentioned by bidders as proof of experience to ascertain the quality of service rendered. The bidder will have to arrange for such visit. Following documents are essentially to be submitted alongwith technical bid for technical qualification. Price bid of only those bidders will be opened who are technically qualified.

Mandatory documents to be submitted are;

- i) Valid authorisation from the concerned manufacturers who authorised them to market their product in case of selling agents/authorised distributors/ authorised dealers
- **ii**) Valid warranty cover from the concerned manufacturers who authorised them to market their product in case of selling agents/authorised distributors/ authorised dealers
- iii) Profile of the Bidder (on bidders letter head)
- iv) Tender acceptance letter. (on bidders letter head)
- v) Copy of EMD submission proof (on bidders letter head)
- vi) Bid Security Declaration (on bidders letter head)
- vii) Declaration by bidder
- viii) Average annual financial turnover during the last three financial years ending 31st March, 2021[2018-19, 2019-20 & 2020-21] shall be at least Rs.15.0 lakhs. Duly audited financial statement/balance sheet/certified by CA to be submitted as supporting documents.
- ix) Declaration for Code of Integrity and Conflict of Interest
- x) Declaration of Local Content
- **xi**) Bid matrix for Evaluation
- xii) Entire NIT (except Price bid) duly signed & stamped by the bidder as a token of acceptance of the NIT conditions
- xiii) Copy of work orders for "CAMC for 120-300 KVA or higher of 3phase on line UPS systems in parallel redundancy configuration" successfully executed during the last 7 years for Govt / Autonomous Body / PSU / Ltd / reputed Pvt. Ltd. companies in the following manner: One similar work, each of the value not less than Rs 40 lakh with 2UPS of 200KVA OR

Two similar works, each of the value not less than Rs 30 lakh with SITC of 2UPS of 150KVA

OR

Three similar works, each of the value not less than Rs 20 lakh with SITC of 3UPS of 100KVA

xiv) Satisfactory work completion certificate of above works from client with contact details. The work order and completion certificate should be for the same work.

xv) Self attested copies of PAN and GST registration.

2.3 Price Bid (Part-B):

In this bid the bidder is required to quote his rates/prices in Annexure-XVII. The quoted prices shall be excluding all the taxes levied by statutory Govt. bodies. These shall be charged and payable extra as applicable from time to time on actual basis. The bidders should quote unconditional rates.

No payment other than as specified in the price schedule for each item and which has been accepted by the bidder, shall be payable to the successful bidder.

2.4 Decision on reasonability of rates:

- i) IUAC reserves right to take a view on the reasonability of the amount of all rates and overhead & profit charges. The decision of the Centre in this regard shall be final and binding. No representation will be entertained and replied to.
- **ii**) If the Centre considers that the rates quoted by the bidder is not feasible, such tender shall be treated as non-responsive and the tender with the next higher rate shall be evaluated and this process will be iterated till a tender with reasonable rates is found and the work will be awarded to such bidder only.

2.5 Earnest Money Deposit:

Bidder has to select the payment option as "online" to pay the EMD as applicable by going to the link https://services.sabpaisa.in/pages/iuac.html . The Earnest Money Deposit shall be in the form of online payment and it should be deposited before the bid opening. Bid Security shall be refunded to the unsuccessful bidders on award of tender and to successful bidders on receipt of Performance Security as per T&C point no. 8 below.

EMD is the mandatory requirement however the MSMEs/NSIC registered with Government Agencies are exempted from payment of Earnest Money Deposit (EMD) subject to conditions given below: -

- i) MSMEs participating in the tender must submit valid & authorized copy of certificate of registration. The MSME's Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSME's certificate matches with the nature of the services and goods /items to be supplied as per Tender.
- ii) The registration certificate issued by agencies must be valid as on Bid closing date of the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended.
- **iii**) The MSMEs who have applied for registration or renewal of registration with any of the authorised agencies / bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption / preference.

2.6 Bid Opening and Evaluation of Bids

Opening of Bids

The E-bids shall be opened on-line. The technical bids will be evaluated to shortlist the eligible bidders. The technical bids of only eligible bidders shall be considered for further processing (technical evaluation).

Bidder whose technical bid is found to be acceptable and meeting the eligibility requirements as specified in this tender will be considered as technically qualified.

IUAC will open commercial bids of only the technically qualified/short-listed bids.

In case, the day of bid opening is declared a holiday by the government, the E-bids will be opened on the

next working day at the same time. No separate intimation shall be sent to the bidders in this regard

Since E-bid is an on-line process, the E-bid opening or any other process may be delayed due to any technical/server issue. If any such issue arises, this will not be tantamount to process delay and IUAC will not be responsible for the same.

On opening of bids on-line, accepting the bid would not mean that the firm is technically or financially qualified.

2.7 Clarification of Bids and shortfall documents

- i) During the evaluation of Technical or Financial Bids, IUAC may, at its discretion, but without any obligation to do so, ask Bidder to clarify its bid by a specified date. Bidder should answer the clarification within that specified date (or, if not specified, 7 days from the date of receipt of such request). The request for clarification shall be submitted in writing or electronically, and no change in prices or substance of the bid shall be sought, offered, or permitted that may grant any undue advantage to such bidder.
- **ii**) If discrepancies exist between the uploaded scanned copies and the Originals submitted by the bidder, the original copy's text, etc., shall prevail. Any substantive discrepancy shall be construed as a violation of the Code of Integrity, and the bid shall be liable to be rejected as non responsive in addition to other punitive actions under the Tender Document for violation of the Code of Conduct.
- iii) IUAC reserves its right to, but without any obligation to do so, to seek any shortfall information/ documents only in case of historical documents which pre-existed at the time of the tender opening, and which have not undergone change since then and does not grant any undue advantage to any bidder.
- **2.8 Validity of Tender:** The Tender shall be valid for our acceptance without any change in rates and NIT conditions for a period of **180** days from the date of submission of price bid.

2.9 Duration of Contract:

- i) **SITC of 3x200KVA UPS:** The project shall be completed in **180 days. The time allowed for the** completion of work to be reckoned from the 10th day after the date of issuance of award letter/purchase order whichever is earlier. Any delay in completion of the work/supply due to reasons attributable to the vendor / manufacturer is liable to liquidated damages as per clause 2.20 of this NIT. However, under the force-majeure conditions as per clause 2.21 of NIT, IUAC may grant suitable time extension for which vendor has to request along with the justification / reasons well in advance to the Director, IUAC for approval without any prejudice or price escalation.
- ii) CAMC of 3x200KVA UPS: CAMC period shall start after 2 years from the date of commissioning and there after duration of CAMC period shall be on yearly basis (12 months) on the rates offered in the price bid for subsequent years with same terms and conditions as agreed to, for the initial period. However extension is subjected to submission of valid authorisation letter of OEM for the extended period (in case of other than OEM). The contract time shall be reckoned from the date of issue of letter of acceptance or the specific date indicated in the letter of acceptance.

2.10 Terms of Payment

2.8.1 Payment Terms for SITC of 3X200 KVA UPS

Following payment terms will be applicable in the subject tender:

- i) 60% payment of the cost of supplied materials will be made on submission of invoice after satisfactory inspection at bidder's/manufacturer's and receipt of materials at IUAC, New Delhi along with related test certificates/documents.
- ii) Balance 40% will be released after satisfactory installation testing and commissioning of 3*200 kVA UPS System along with batteries and satisfactory handing over the installation to IUAC

against submission of final bill. Release of final amount is subjected to submission of PBG equivalent to 10% value of project cost valid for defect liability period. Please refer cl no.2.11.3 for alternate options.

- iii) Invoice in Triplicate in the name of A.O. (F&A)-I/C Finance, IUAC, Delhi .
- iv) Above payment will be made after applicable deduction of income tax and any other government levies, security deposit and penalty etc., if any.
- **v**) GST: As applicable.
- vi) Bidders should note that sales tax "C" form will not be issued by IUAC against this tender.

2.8.2 Payment Terms for CAMC of 3X200 KVA UPS

- i) CAMC will begin after 24 months from date of commissioning. CAMC orders will be released for duration of 12 months, from the date of expiry of warranty period by IUAC as per schedule annexure-XVII. Bills will be raised and paid only after successful completion of every 6months of AMC period.
- ii) No advance or any charge over and above quoted CAMC charges will be paid.
- iii) The TDS will be deducted at source as per rules applicable at the time of payment from the bills of the firm.
- iv) Invoice in duplicate in the name of A.O. (F&A)-I/C Finance, IUAC, Delhi . Copies of the quarterly routine test reports and breakdown test reports for the billing period shall be submitted along the invoices.
- v) Bidders should note that sales tax "C" form will not be issued by IUAC against this tender.
- **2.11** Technical terms and conditions (Scope of Work): Detailed scope of work, special terms and conditions of this contract, equipment covered and other details are enclosed with this NIT as per Section-IV.
- **2.12 Labour Laws:** The Bidder shall abide by all the prevalent rules and regulations related to labour laws, accident, workmen compensation act, workmen insurance, ESI, EPF, etc. This will be the sole responsibility of the Bidder. IUAC will not be a party at any stage in any of the disputes relating to the above. In case, any liability arises due to non-conformance by the Bidder, under no circumstances IUAC will be liable for the same. The successful tenderer shall also provide all insurance including third party insurance as may be necessary to cover the risk. No extra payment would be made to the successful tenderer on account of the above.

2.13 Securities/guarantees:

2.13.1 Performance Security Deposit: Performance Security for Works Contract period

The supplier shall submit the Performance Security equivalent to three percent of contract value in the form of Fixed Deposit Receipt/Bank guarantee issued/ confirmed from any of the commercial bank in India safeguarding the Purchaser's interest in all respects within 15 days from the date of LOI/LOA/PO. In case of a JV, the BG towards performance security shall be provided by all partners in proportion to their participation in the project. Performance Security should remain valid for a period of 60 (sixty) days beyond the date of completion. The performance security will be forfeited and credited to the procuring entity's account in the event of a breach of contract by the contractor. It will be refunded to the contractor without interest, after the supplier duly performs and completes all the works, within 60days from date from the date taking over.

2.13.2 Performance Bank Guarantee for Warranty period:

The successful bidder has to submit Performance Security in the form of Bank Guarantee (BG)/ Fixed Deposit Receipt (FDR) for 10 % of final project cost, after completing the project/work valid for 2years and 2 months from date of taking over towards defect liability period. In case bidder fails to submit the Performance Bank Guarantee equivalent amount will be withheld from final bill till submission of PBG or date of end of two years and two months from taking over of the systems by IUAC whichever is earlier. PBG/FDR will be released after two months successful completion of defect liability period.

The supplied material should be guaranteed from manufacturing / engineering defect and bad material/workmanship for a minimum period of 2years from the date of acceptance of the systems by IUAC. During this period if any replacement/repairs/rectification of any of the supplied item etc. is needed, the supplier shall do the same free of cost to IUAC. If the equipment/ part needs to be shipped to the service centre for repair/rectification during the guarantee period, the shipment charges should be borne by the supplier. The supplier shall guarantee that all equipment shall work satisfactorily and that the performance and efficiency of the equipment shall not be less than the specified values. The bidder shall assure the supply of spare parts after warranty is over for maintenance of the equipment supplied as and when required for a period of at least ten years free of cost in case of CAMC and chargeable basis in case of AMC.

2.13.3 Performance Bank Guarantee for CAMC period:

On award of CAMC work, the Bidder shall furnish a Bank Guarantee/FDR, valid for the entire contract duration plus two months equivalent to 5% of the value of UPS to be maintained (excluding cost of batteries and its accessories). In case of extension of contract after the first year, fresh bank guarantee/FDR for the extended period has to be submitted keeping same value and time duration same as first year. In case Bidder fail to submit the Security same shall be recovered from the available BG/FDR.

- **2.14 Deviations:** The tenderers are advised not to deviate from the technical specifications/items, commercial terms and conditions, terms of payment and arbitration etc.
- **2.15** Site Conditions: The tenderer in his own interest, visit the site and familiarize himself with site conditions before quoting his rates. No Compensation on account of any site difficulties will be entertained, at a later date, after award of the works. The plant and machinery will be handed over to the Bidder on "As is where is basis" and the entire liability of smooth Operation and Maintenance of the systems will rest with the successful bidder.
- **2.16** Location: IUAC campus is located on Aruna Asaf Ali Marg, near Kishangarh village, Vasant Kunj, New Delhi-110067, on the way to Fortis Hospital Vasant Kunj from Ber Sarai.
- 2.17 Correspondence: All the correspondence in respect of tender/contractual obligation shall be addressed to A.O. (S&P), and for technical queries Mr. U. G. Naik/ Raj Kumar, Inter-University Accelerator Centre (IUAC), P.B. No. 10502, Aruna Asaf Ali Marg, New Delhi-110067.
- 2.18 Tender once submitted will remain with IUAC and will not be returned to the bidders.
- **2.19** Termination of Contract:- The Director, IUAC reserve the right to terminate the contract immediately on account of poor workmen ship, failure to mobilize the site within 15 days, non-compliance of set norms/ specifications for the works, delay in progress of work, violation of any contract provisions by the Bidder.
- **2.20** Liquidated damages(LD) : As time is the essence of the contract, delivery period mentioned in the Purchase Order should be strictly adhered to otherwise IUAC will have to forfeit EMD/PS and also LD clause will be applicable /enforced. If the supplier fails to supply, install and commission the system as per specifications mentioned in the order within the due date, the Supplier is liable to pay liquidated damages of 0.5% of order value per week of delay subject to a maximum of 10% of order value (

exclusive of taxes) beyond the due date. Such money will be deducted from any amount due or which may become due to the supplier. However, in case the works are delayed beyond the scheduled completion/ contract period, IUAC reserves the right to get the work done by any other contractor at the risk and cost of the tenderer and amount to this affect will be deductible from tenderer's bills/dues with an additional amount @ 10% as departmental charges. The liquidated damages shall be levied on the delivered price of the delayed Goods or unperformed services or contract value. The maximum amount of penalty shall be 10% of the order value.

i) Calculation of liquidated damages

Liquidated damages will be calculated on the basis of contract/ supply order price of services/materials excluding duties and taxes, where such duties/taxes have been shown separately in contract/supply order.

ii) Extension in delivery period due to delay on the part of IUAC

When the extension of time is required due to any delay on the part of IUAC, extension of delivery time with or without LD waiver for the period of such delay involved may be granted provided the firm produces documentary evidence of the delay.

2.21 Force majeure:

IUAC may grant an extension of time limit set for the supply items in case it is delayed by force majeure beyond the supplier's control. Force majeure is defined an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, tsunami etc.), the direct and indirect consequences of wars (declared or undeclared), national emergencies, pandemics/epidemics, quarantine restrictions, civil commotions and strikes (only those which exceeds a duration of ten continuous days) at successful Tenderer's factory. Apart from the extension of the time limit, force majeure does not entitle the successful tenderer to any relaxation or to any compensation of damage or loss suffered. The decision of the Director, IUAC will be final and binding for the bidder.

2.22 Integrity pact:

Bidder shall sign and submit the Declaration for Code of Integrity & Conflict of Interest as per annexure-IX

2.23 Negotiation

Normally, there shall not be any negotiation. Negotiations, if at all, shall be an exception and only in the case of items with limited source of supply and where there are possibilities of getting cartel formation. Negotiations shall be held with the lowest evaluated responsive bidder only.

2.24 Preference to Make in India:

Preference to local suppliers shall be given as per revised Public Procurement (Preference to Make in India), Order 2017, No. P-45021/2/2017-PP (B.EII) dated 16.09.2020 and order no. P-45021/102/2019-BE- II- Part (1) (E-50310) dated 04.03.2021, issued by DPIIT, Ministry of Commerce and Industry, Govt. of India as notified from time to time. (Submit duly filled Declaration of Content, Annexure-XIII for the same). The Declaration of Content once submitted in the Technical Bid will be final. Submission of Revised Declaration of Content will NOT be accepted. Bidders are requested to refer the above-mentioned orders for details.

2.25 Arbitration

Any dispute arising out of this contract will be subjected to jurisdiction of New Delhi/Delhi. In the event of any dispute or difference relating to, arising from or connected with the contract, such dispute or difference shall be referred by either party to the arbitration of one of the Arbitrators to be appointed by Director, IUAC. The Arbitration and Conciliation Act 1996 shall not be applicable to the arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/ Additional Secretary, when so authorised by Law Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

2.26 Director, IUAC reserves the right to accept or reject any tender without assigning any reason and does not bind himself to accept the lowest tender.

2.27 Special conditions:

- i) Delivery/Completion Schedule: Complete activities (including supply of material, execution of work at site plus transportation time, postal time and for arranging road permit, handing over of system etc.) must be completed tentatively within 180days. For all purposes exact date of completion shall be as stipulated in PO and to be counted from date of issue of PO.
- **ii**) Inspection of Materials: Joint Inspection by representative of IUAC will be carried out at bidder's/manufacturer's premises. However, the Completion certificate will be issued by I/C Electrical, IUAC or his representative.
- iii) The special conditions of contract shall be read in conjunction with the General conditions of the contract and all other documents forming part of this contract. Notwithstanding the sub divisions of the document into these separate sections, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be with and into the document as far as it may be applicable to do so.
- **iv**) Where any portion of the general conditions of the contract is repugnant to or at variance with any provision of special conditions of contract, then unless a different intention appears, the provision of special conditions of contrary shall be deemed to override the provisions of general conditions of the contract and shall be to the extent of such repugnance or variance prevail.

Accepted

(Signature of Bidder) Note:- Entire NIT (except price bid) is to be attached with 'Technical bid (Part-A)'' duly signed & stamped by the bidder.

SECTION - II

ADDITIONAL GENERAL TERMS AND CONDITIONS FOR SITC OF 3*200KVA UPS

1. <u>GENERAL</u>

1.1 DRAWINGS :

Shall mean and include all Engineering sketches, general arrangements/ layout drawings, sectional plans, all elevations, etc. related to the ORDER together with modification and revision thereto.

1.2 SPECIFICATIONS :

Shall mean and include detailed description, statements to technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified in the ORDER.

1.3 INSPECTORS :

Shall mean any person or outside Agency nominated by IUAC to inspect equipment, materials and services, if any, in the contract stage wise as well as final before dispatch at SUPPLIER's Works and on receipt at destination as per the terms of the ORDER.

1.4 TESTS :

Shall mean such process or processes to be carried out by the SUPPLIER as are prescribed in the ORDER considered necessary by IUAC or their representative in order to ascertain quality, workmanship, performance and efficiency of equipment or part thereof.

1.5 APPROVAL :

Shall mean and include the written consent either manuscript, type written or printed statement under or over signature or seal as the case may be of IUAC or their representative or documents, drawings or other particulars in relation to the ORDER

1.6 EFFECTIVE DATE OF CONTRACT/SUPPLY ORDER:

Unless otherwise specified to the contrary, the date of LOI indicating following details will be start of the contract for all practical purposes.

- i) Prices
- ii) Price basis
- **iii**) Delivery Schedule
- iv) Liquidated Damages
- v) Performance Guarantee
- vi) Payment terms
- vii) Special conditions and deviations, if any, taken by SUPPLIER/ CONTRACTOR but not agreed by IUAC.

2. <u>SCOPE OF ORDER :</u>

- 2.1 Scope of the ORDER shall be as defined in the ORDER, specifications, drawings and annexures thereto.
- **2.2** Completeness of the EQUIPMENT shall be the responsibility of the SUPPLIER. Any equipment, fittings and accessories, which may not be specifically mentioned in the specification or drawing(s) but which are usual or necessary for the satisfactory functioning of the EQUIPMENTS (successful operation and functioning of the equipment being SUPPLIER's responsibility), shall be provided by the SUPPLIER without any extra cost.
- **2.3** The EQUIPMENT shall be manufactured in accordance with sound engineering and good industry standards and also the SUPPLIER shall in all respect design, engineer, manufacture and supply the same within delivery period to the same within delivery period to the entire satisfaction of IUAC.

2.4 WORK TO BE CARRIED OUT UNDER THE ORDER :

All equipment to be supplied and work to be carried out under the ORDER shall conform to and comply with the provision of relevant regulation/Acts (State Govt. or Central Govt.) as may be applicable to the type of equipment/work carried out and necessary certificate shall be furnished.

2.5 LEGAL RIGHT TO TRANSFER OWNERSHIP OF EQUIPMENT/MATERIALS:

The SUPPLIER/SUB-CONTRACTOR hereby represents that it has full legal right, power and authority to transfer the ownership of the equipment/materials to IUAC.

3. <u>SPECIFICATION, DRAWING, TECHNICAL MANUALS :</u>

- **3.1** The SUPPLIER shall furnish two copies of technical documents, final drawing, preservation instructions, operation and maintenance manuals, test certificates, spare parts catalogue before despatch of the equipment to Engineer –In Charge, IUAC
- **3.2** The SUPPLIER shall be responsible for any loss to IUAC consequent to the furnishing of the incorrect data/drawings.
- **3.3** The SUPPLIER shall provide cross-sectional drawing to identify the spare parts numbers and their location. The size of bearing, their make and number shall be furnished.
- **3.4** Specifications, design and drawings issued by IUAC to the SUPPLIER alongwith tender specification and ORDER are not to be disclosed to any person, firm or corporate authorities, without written permission of IUAC. All such details shall be kept confidential.
- **3.5** In order to facilitate quick disposal, copies of the drawing for approval shall be sent directly to Engineer –In Charge

4. <u>ACCEPTANCE OF OFFER</u>

With the acceptance of the Bidder's offer, which is as per the terms and conditions of the tender, by IUAC, by means of LOI/purchase order, the contract is concluded.

The LOI/purchase order being itself an acceptance of the offer, does not have to be accepted by the Bidder. But the Bidder must acknowledge a receipt of the order within 15 days from the date of mailing of the purchase order in its entirety by returning one copy of the purchase order duly signed without any qualification.

Any delay in acknowledging the receipt of the purchase order within the specified time limit or any qualification or modification of the order in the acknowledgement of the order by the SUPPLIER shall be a breach of the contract on the part of the SUPPLIER. Compensation for the loss caused by the breach will be recovered by IUAC by forfeiting the earnest money/ bid security / bid bond given by the SUPPLIER. If the SUPPLIER's bid contains any condition and any correspondence containing conditions which are contrary to the NIT then they shall be considered as superseded and void on the acceptance of the bid by IUAC.

Recovery of liquidated damages by IUAC from the SUPPLIER by forfeiting the earnest money/ bid security or by invoking the bid bond shall be regarded as cancellation of the contract which had come into existence on the acceptance of the offer by IUAC.

5. <u>NOTICES :</u>

Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by E MAIL and confirmed in writing to the party's address.

6. <u>MODIFICATION IN ORDER :</u>

6.1 All modifications leading to changes in the order with respect to technical and/or commercial aspects, including terms of delivery, shall be considered valid only when accepted in writing by IUAC by issuing amendment to the ORDER.

6.2 IUAC shall not be bound by any printed conditions, provisions in the SUPPLIER's BID, forms of acknowledgement of ORDER, invoice, packing list and other documents which purport to impose any condition at variance with or supplement to ORDER.

7. JOINT AND SEVERAL RESPONSIBILITY :

7.1 Where SUPPLIER's EQUIPMENT or any part thereof are to be used jointly with other equipment supplied by another manufacturer (the name of the manufacturer will be communicated separately to SUPPLIER) IUAC will hold SUPPLIER and the manufacturer jointly and severally responsible for the perfect operation of the entire group or section of equipment as regard the technical and mechanical characteristics stipulated in the specification. Such responsibility shall include the mechanical coupling as well as dynamic and starting moment.

7.2 Consequently, SUPPLIER shall establish and maintain all necessary contact with the manufacturer to be indicated by IUAC with a view to ensuring the exchange of all relevant

data and information.

8. <u>PERFORMANCE SECURITY / PERFORMANCE BOND</u>

Annexure-XI

9. WARRANTIES AND GUARANTEES : (MATERIALS AND WORKMANSHIP)

9.1 SUPPLIER shall fully warrant that all the stores, EQUIPMENT and components supplied under the ORDER shall be new and of first quality according to the specifications and shall be free from defects (even concealed fault, deficiency in design, Materials and Workmanship).

9.2 Should any defects be noticed in design, material and/or workmanship within 24 months after the goods, or any portion thereof, as the case may be, have been delivered (and commissioned) to the final destination indicated in the contract or for 30 months after the date of shipment from the port of loading in the source country, whichever periods conclude earlier unless specified otherwise in the special conditions of contract, IUAC shall inform SUPPLIER and SUPPLIER shall immediately on receipt of such intimation, depute their personnel within 14 days to investigate the causes of defects and arrange rectification/ replacement/ modification of the defective equipment at site without any cost to IUAC within a reasonable period. However, supplier shall not be liable for the labour or any other costs involved in removal or reinstallation of the goods. If the SUPPLIER fails to take proper corrective action to repair/replace defects satisfactorily within a reasonable period IUAC shall be free to take such corrective action as may be deemed necessary at SUPPLIER's risk and cost after giving notice to the SUPPLIER.

In case the installation and commissioning is delayed on account of the SUPPLIER, the warranty period shall automatically get extended at no extra cost to IUAC, so that clear 24 months warranty (unless otherwise specified in 'Special Conditions of Contract') is available after the date of installation and commissioning. A written revised warranty certificate shall be provided accordingly, by the SUPPLIER, before final acceptance of the goods/equipment/project after installation and commissioning.

9.3. Damage to the machinery and/or EQUIPMENT due to incomplete and erroneous instructions issued by SUPPLIER will be the responsibility of the SUPPLIER and will be treated according to the provisions of warranty clause. Normal wear & tear shall not come under purview of this clause.

9.4. In case defects are of such nature that EQUIPMENT shall have to be taken to SUPPLIER's works for rectification etc., SUPPLIER shall take the EQUIPMENT at his costs after giving necessary undertaking or security as may be required by IUAC. IUAC shall, if so required by the SUPPLIER, despatch the EQUIPMENT by quickest mode on "Freight-to-pay" basis to the SUPPLIER's works. After repairs SUPPLIER shall deliver the EQUIPMENT AT SITE on freight pre-paid basis. All risks in transit to and fro and all expenses on account of to and fro freight, insurance, customs clearance, transportation and handling, port charges and customs duty etc. shall be borne by the SUPPLIER.

9.5. Equipment or spare parts thereof replaced shall have further warranty for a period of

24 months from the date of acceptance.

9.6. If the repairs, replacement or modification referred are of such nature as may effect the efficiency of the EQUIPMENT, IUAC shall have the right to give to the SUPPLIER within one month of such replacement/ renewal, notice in writing to carry out test as may be required for acceptance of the equipment.

9.7. If the SUPPLIER fails to honour his obligation to repair or replace defective goods within a reasonable period of time, if SUPPLIER refuses to carry out work under the guarantee clause and implied guarantee conditions, if danger is anticipated or in case of severe urgency, IUAC shall be entitled to carry out, at SUPPLIER's cost and risk, repair work or replacement deliveries or have it done by a third party. In case not all goods have been delivered by SUPPLIER, IUAC is entitled to procure the remaining goods at SUPPLIER's cost and risk. This does not relieve SUPPLIER of any of his guarantee obligations. Taxes and duties of any kind whatever imposed by the authorities of the country of the SUPPLIER or his sub-contractors until delivery shall be borne by SUPPLIER.

10. <u>PERFORMANCE GUARANTEE</u>

SUPPLIER shall guarantee that the "performance of the EQUIPMENT/MATERIAL" supplied under the order shall be strictly in conformity with the specifications and shall perform the duties specified under the ORDER.

Materials/equipment that shall be purchased from the subcontractor(s) shall have to fulfil the requirement as laid down vide paras 9.1 to 9.7 above.

As per clause no 2.11 of Section-I

11. <u>REJECTION</u>

If IUAC finds that the goods supplied are not in accordance with the specification and other conditions stated in the order or its sample(s) are received in damaged condition (of which matters IUAC will be the sole judge), IUAC shall be entitled to reject the whole of the goods or the part, as the case may be, and intimate within 14 from the date of receipt at site/store house as per terms of Contract to the SUPPLIER the rejection without prejudice to IUAC other rights and remedies to recover from the SUPPLIER any loss which IUAC may be put to, also reserving the right to forfeit the performance security/performance Bond if any, made for the due fulfilment of the contract. The goods shall be removed by the SUPPLIER and if not removed within 14 days of the date of communication of the rejection, IUAC will be entitled to dispose-of the same on account and at the risk of the SUPPLIER and after recovering the storage charges at the rate of 5% of the value of goods for each month or part of a month and the loss and expenses if any caused to IUAC, pay balance to the SUPPLIER.

12. <u>INSPECTION/TESTING OF MATERIAL :</u>

13.1 The inspection of material will be carried out by the authority specified in the purchase order. The material will be accepted only after the same has been found satisfactory after inspection and duly marked and sealed by the inspecting authority.

- **13.2** The Contractor shall ensure that the material to be supplied against this order shall be individually inspected, tested and analysed in terms of the specifications attached to the order and the relevant codes and practices specified therein by expression or implication.
- **13.3** The contractor should make available to IUAC and any other individual/agency authorised by IUAC for the purpose of inspection, all its records and results in respect of inspection, tests and analyses conducted by it as part of their manufacturing and testing operations under the applicable codes and practices specified by expression or implication in the order.
- **13.4** If necessary, inspection, tests and analyses shall be carried out/conducted at the Contractor's Works at the Contractor's cost.
- **13.5** If required by IUAC, the Contractor shall provide and deliver free of charge for test (s)/analysis by an independent authority at any such place or places as IUAC or its authorised inspector may reasonably require, such raw material (s) used or intended to be used for the contracted work by the Contractor as IUAC/Inspector shall consider necessary. The cost of such tests/analysis shall be borne by the Contractor.
- **13.6** IUAC shall be entitled at all times, whether prior to, during or after the completion of inspection by itself and/or through Inspectors appointed by IUAC at IUAC's cost, to inspect, test and/or analyse and/or to direct the Contractor in all respects of any store(s) or materials or processes used or proposed to be used in the fabrication of the product of any of them. The said inspection, tests and analyses so far as required, is to be conducted in the presence of the inspectors. The contractor shall ensure that the inspecting personnel referred to above are given free access to all the required places and information connected with their work, besides working facilities to carry out their function.
- **13.7** Should the Contractor fail to comply with any of the provisions aforesaid relating to inspection, testing and/or analysis, IUAC shall be entitled by itself and/or through Inspectors to conduct or have conducted the inspection, test and/or analysis at the risk and expense of the Contractor in all respects.
- **13.8** No rejected raw material shall be used for the contracted work or re-tendered for inspection and/or test except with the prior permission of IUAC or concerned Inspectors.
- **13.9** Unless otherwise specifically authorised by IUAC in writing, the contractor shall not ship or despatch for shipment under the contract entered into, any material which has not been properly inspected/tested, marked and sealed, and/or analysed as herein contemplated and in respect of which a certificate of quality has not been issued or signed by the Inspectors.
- **13.10** In addition to the general conditions of the inspection stated above, the contractor shall also satisfy all the specific conditions of inspection as enumerated in the specification attached.
- **13.11** In addition to Inspector (s), IUAC shall be entitled to nominate, depute or designate a representative to be stationed at the Contractor's factory in order to supervise and/or co-ordinate operations related to the contract. In the event of there being more than one factory involved in the work entrusted to the contractor, IUAC shall be entitled to nominate, depute or appoint such representative (s) as necessary in respect of each such factory.

- **13.12** The Contractor shall, at his cost, afford and ensure proper working facilities to the said representative (s) at the factory (ies) to enable him to perform his functions, and shall furnish him with all such information, data and assistance as he may require for the proper performance of his functions. Availability of measuring instrument/test fixtures/special tools to carry out inspection/functional test will be ensured by Contractor. In the absence of necessary infrastructure facilities to perform the necessary tests, the Contractor shall arrange to carry out the test in an outside laboratory/test house approved by Govt./BIS/IUAC.
- **13.13** The posting of such a representative by IUAC or his actions in any manner does not absolve the Contractor of any liability and/or responsibility under this contract. The representative's posting shall be treated as advisory to IUAC.
- **13.14** For false calls for inspection and for the cases where material is rejected on inspection, the SUPPLIER will bear the actual cost of inspection incurred/suffered by IUAC.
- **13.15** Place of inspections specified in supply order will not be changed without written confirmation from Purchase Authority.
- **13.16** The SUPPLIER shall give at least 10 days advance notice to inspection authority in format placed at Annexure-XII
- **13.17** Supplies in part (s) can be offered for inspection only if it is a condition of the contract failing which the SUPPLIER shall bear the actual cost of inspection incurred/suffered by IUAC.
- **13.18** If Contractor requests for second inspection of materials on the ground that the materials originally inspected and accepted have been disposed of the same shall be inspected on merit of the case but at Contractor's cost.

13. <u>SUB-STANDARD MATERIAL/REPLACEMENT OF REJECTED GOODS</u>

If IUAC finds that material supplied are not of the correct quality or not according to specifications required or otherwise not satisfactory owing to any reason of which IUAC will be the sole judge, IUAC will be entitled to reject materials, cancel the contract and buy its requirement in the open market at the risk and cost of SUPPLIER, reserving always to itself the right to forfeit the performance security/Performance Bond placed by the SUPPLIER for the due fulfilment of the contract. Rejected goods should be removed and replaced within 14 days of the date of communication of rejection.

14. <u>SUBLETTING AND ASSIGNMENT</u>

The Contractor shall not, save with the previous consent in writing of the Purchase Authority, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever, provided nevertheless that any such consent shall not relieve the Contractor from any obligation, duty or responsibility under the contract.

15. <u>VARIATION IN QUANTITY</u>

IUAC is entitled to increase or decrease the quantities against any/all the items of the tender by not more than 20% (twenty percent) while placing the order.

16. <u>INTER-CHANGEABILITY OF PARTS :</u>

- 16.1 If against any item it becomes necessary to supply spare parts other than specified, the SUPPLIER shall be required to give the following certificate to the Purchaser before arranging supply of spare parts bearing different part numbers. If there is any obvious typographical or clerical error in the part number and/or description of any item, the SUPPLIER will supply the correct part. The aforesaid certificate should be supplied in such cases also. The SUPPLIER will furnish this certificate in either case, to the paying authority. No formal amendment is necessary in such cases. "The changed part numbers are exact replacement of parts ordered and are suitable for and will fit in the machines and the existing fittings for which they are intended."
- 16.2 If, however the substitute spare part (s) is not a bare replacement of the part originally ordered and involves a purchase of other items in addition, as would be the case when a kit, is offered instead of one small item (s) forming part of the kit, the supply of the kit, would be subject to the following conditions:

(a)The supply of the kit will be accompanied with a certificate that the manufacturer, have definitely stopped supply of the spare parts but are supplying only a kit.

(b) The spares will not be supplied as kit unless prior acceptance of the same has been obtained from the purchaser.

(c)In case the supply of the kit involves any change in the price and if so, the revised price would be stated for scrutiny and in IUAC of the same in the supply order, if found acceptable.

16.3 Provided further, that if any part numbers are declared by the Purchaser to be unsuitable to the machines for which they have been supplied within 30 days from the date of arrival of the stores at site, the SUPPLIER will take them back at their own cost and expenses.

17. <u>BREAKAGE/SHORTAGE</u> :

Claim in respect of breakage/shortages, if any, shall be preferred on the SUPPLIER within thirty days from the date of receipt of materials by the Port/Ultimate consignee which shall be replaced/made good by the SUPPLIER at his own cost. All risk of loss or damage to the material shall be upon the SUPPLIER till it is delivered in accordance with the terms and conditions of the supply order.

18. PROGRESS ON MANUFACTURING OF ITEMS:

From the date of receipt of order, the manufacturer will send report on monthly basis to the Purchase Authority about the progress on manufacturing of item (s) ordered on him. The monthly progress report will be sent on regular basis till completion of entire supply as per delivery date indicated in supply order.

19. EXTENSION IN DELIVERY PERIOD DUE TO DELAY ON THE PART OF IUAC

When the extension of time is required due to any delay on the part of IUAC, extension of delivery time for the period of such delay involved may be granted provided the firm produces documentary evidence of the delay.

20. ADDITIONAL TERMS AND CONDITIONS :

1. After execution of work, the site will be cleared off of any paint, polish, dust, waste material etc. accumulated on site.

2. Contractor will prepare and submit the complete scheme for subject work along with drawings/layout and get them approved from In-charge Electrical or his representative before starting the work.

3. Contractor will arrange all the materials, tools, tackles, scaffoldings & manpower etc. required for completing the subject work at their own cost.

4. All mechanical/fabrication jobs like cutting, welding and fixing of materials required to complete the subject work will be carried out by contractor

5. Any additional material/job, not covered in scope of work mentioned in tender document, required to complete the subject work will be arranged by contractor

6. All the materials provided for the work shall be as per make and specifications given in the scope of work/schedule

7. All the old material removed from the site to be shifted to the space provided/identified by Engineer In-charge at no extra cost to IUAC.

8. The contractor will submit three sets of final as built layout drawings after final ITC of 3*200 kVA parallel redundant UPS system along with batteries banks.

9. The contractor will have to arrange accommodation for their employees outside the IUAC campus at their own cost. Accommodation to contractors employee or an site office to the Contractors engineer will not be provided by IUAC.

10. No advance payment shall be made for the work in any case.

21. QUALIFICATION OF TEAM: The contractor shall ensure that the persons deployed have the requisite knowledge/ qualification/ experience and license required for carrying out the work /service contract, entrusted to him. The contractor shall be responsible for the satisfactory and quality completion of the works and services in the event of non performance by any member of the contractor's team. The contractor shall take necessary steps to replace such member of his team with suitable replacement immediately.

22. **OBLIGATIONS OF THE CONTRACTOR**

- 22.1 Contractor or his authorized representative shall report the progress of work directly to the Engineer-in-charge. It shall be the responsibility of the contractor or his authorized representative to keep close liaison and to co-ordinate with Engineer-in-charge to ensure smooth and quality execution of the work as per the contract. The personnel to be deputed by the contractor shall observe security, fire and safety rules of IUAC while at the site. Contractor shall provide proper identification for his employees to be deputed by him for the work, duly signed by the contractor or an authorized person on behalf of contractor and also by IUAC security wing. Contractor shall maintain first aid facilities for his employees.
- 22.2 The personnel deputed by the contractor for the job shall meet following requirements:
- 22.3 Should be medically fit to work at site.
- 22.4 Should possess good conduct and discipline.
- 22.5 Should be above 18 years old.
- 22.6 Boarding & lodging facilities for contractor's personnel carrying out the work is to be made by the contractor at his cost outside the IUAC campus.
- 22.7 The contractor shall carryout the work in all respect in accordance with standard engineering practices and as per directions of the Engineer In charge or his authorized representative. The decision of the Engineer In charge or his authorized representative shall be final and binding to the contractor.
- 22.8 Contractor will abide by labour laws and regulations in vogue, both of central & the state government and he/ she will be personally responsible for its compliance & keep IUAC indemnified against any action brought against it for any violation/ non-compliance of any act, Rules & regulations.
- 22.9 The contractor shall ensure that employees/workmen employed by him shall at all times be polite, decent and courteous to all officers, employees/workmen of IUAC and shall maintain high standard of discipline, decency and decorum.
- 22.10 IUAC shall provide the contractor with free water and electricity at available points for justified work.
- 22.11 The contractor shall provide uniform and other necessary protective / safety gear to the personnel deployed by him, as per the safety practices of the relevant working area within the IUAC campus.
- 22.12 The work will be supervised by the contractor or his authorized representative and has to strictly adhere to the instructions of Engineer In charge or his authorized representative.
- The contractor or his authorized representative will ensure that the work is carried out as 22.13 per technical specification and the directions for ensuring quality performance. The contractor or his authorized representative shall report to Engineer In charge or his authorized representative about the progress of work carried out.

23. **NEGLIGENCE AND DEFAULT:**

- a. Should the contractor neglect to execute his duties as stipulated in clauses in this section and included in the scope of work or should refuse or neglect to comply with any reasonable order given to him in writing by IUAC in connection with the work or should refuse to abide by the essential provisions of the contract, IUAC shall give him in writing a notice of neglect, calling upon him to make good such neglect, failure or refusal within a reasonable period of time as cited in the notice of neglect, which shall be counted from the date of receipt of notice of neglect by the contractor.
- b. Should the contractor, then continue to neglect his duties, IUAC may at its absolute discretion terminate the contract and make alternative arrangements by awarding the contract to another $\frac{25}{25}$

contractor. In such an event, if IUAC has to bear/incur any extra cost/expenditure, losses etc, the same shall be recoverable from his pending bills/performance bank guarantee/security etc. This will be without prejudice to IUAC's right to recover the balance, if any, left over after adjustment/recovery from pending Bills/PBG/Security etc. in accordance with Law.

SECTION - III SPECIAL TERMS & CONDITIONS

The Special Terms & Conditions shall be read with Instruction to Bidders and General Terms and Conditions and will supersede provisions indicated in Instruction to Bidders / General Terms and Conditions wherever applicable. The Special Terms & Conditions will be as under: The following are the Special Terms & Conditions of the tender document:

2. SITCWOTKS: Delivery/Completion Schedule:

Delivery/Completion Schedule: Complete activities (including supply of material, execution of work at site plus transportation time, postal time and for arranging road permit, handing over of system etc.) must be completed tentatively within 16-20 weeks. For all purposes exact date of completion shall be as per date stipulated in PO to be counted from date of issue of PO whichever is earlier.

3. Inspection of Materials:

Joint Inspection by representative of IUAC will be carried out at bidder's/manufacturer's premises. However, the Completion certificate will be issued by I/C Electrical, IUAC or his representative.

4. ANNUAL MAINTENANCE CONTRACT:

IUAC may award contract for Comprehensive CAMC (for 3 x 200 KVA UPS along without batteries) for eight (08) years (after expiry of two (02) years warranty period) for maintenance of the UPS system (without batteries) at the offered rates, to the successful bidder, on which PO will be placed for CAMC on yearly basis.

Therefore, the bidders must quote Comprehensive CAMC charges for maintenance of the UPS system (without batteries) for eight (08) years (after expiry of two (02) years warranty period and the same will be taken into consideration for price evaluation. Refer Scope of CAMC and terms & conditions of the CAMC at Section-V of tender document.

NOTE:

1) In case the OEM authorizes its authorized dealer/distributor to execute comprehensive CAMC, then the OEM has to submit an undertaking from its authorized dealer/ distributor (on the letter head of authorized dealer/ distributor) confirming its acceptance of Scope of CAMC & all the terms & conditions of CAMC, at the rates quoted by the OEM. Along with this undertaking from the authorized dealer/ distributor, the OEM has to submit an undertaking that the overall responsibility of execution of comprehensive CAMC lies with the OEM.

2) The bidder has to submit an undertaking from the OEM that the OEM will provide CAMC for full life of the system i.e.10 years in case the bidder fails to execute CAMC as per quoted rates and terms & condition of the tender.

3) The bid will be rejected straight away in case the bidder fails to submit rates for CAMC.

SECTION-IV

SCOPE OF WORK/TECHNICAL SPECIFICATIONS

Technical specification of 3*200 kVA UPS system to be installed at IUAC, Delhi .

- SCOPE: The specifications are for design, manufacture, testing ,installation and commissioning of load sharing in parallel redundancy 3 X 200 KVA capacity (i.e. 200+200+200), 3 phase, 415 V, 50 Hz, True On Line, Double conversion UPS System along with Battery Banks having 40nos of 200AH, 12 volt SMF battery bank for each UPS. Batteries will be supplied by IUAC.
- 2. **APPLICATION:** To provide Uninterrupted Electrical power supply to Elect &Electronics Equipment & Computers etc. in the environmental conditions given below:
 - a) Maximum temperature : 30 deg. C
 - b) Minimum Temperature : 18 deg. C
 - c) Altitude meters above MSL
 - d) Relative humidity 95% (Non-condensing)

3. GENERAL REQUIREMENT:

- **3.1** Reliability: The UPS system shall be based on latest state of the art technology. The MTBF (Mean time Between Failure) should be as high as possible. MTTR (Mean Time to Repair) should be as low as possible. The bidder should specify clearly the MTBF and MTTR.
- **3.2** All the dimension shall be in metric system.
- **3.3** The enclosure of the UPS system shall be painted with standard practice of company. Information as per attached Check List shall be furnished in complete, by the Vendor along with BID.

No deviation OR exceptions from these specifications shall be permitted without written APPROVAL of IUAC. Intended deviations shall be listed by the VENDOR on a separate sheet of paper and submitted to IUAC, duly supported by reason for consideration.

All the material/Items used in the complete UPS system shall be conforming to relevant INDIAN/INTERNATIONAL Standards like BIS/IEC

3.4 The Bidder shall arrange its manpower to install and commission the supplied UPS at site. Test run of the UPS for seventy two (72) hours on load is to be conducted.

3.5 Codes & Standards:

The UPS system defined by these specifications shall meet but not limited to the requirements of latest applicable IS or its equivalent international standards, e.g. IEC / EN / BS/JISC/DIN etc.

4. EQUIPMENT ARRANGEMENT AND OPERATION:

4.1 SYSTEM CONFIGURATION:-The system comprising of THREE UPS modules Fault tolerant architecture having exactly similar characteristic each rated for 200 KVA and THREE output are connected to a single bus having bus coupler in the output panel. Panel is in the scope of IUAC. All three modules shall be operated in parallel load sharing mode and should be synchronized to their respective bypass. Each module should have individual Hardware/Software, control circuitr. Each UPS system shall have individual battery bank.

: up to 300 : up to

- 4.2 SYSTEM OPERATION :- Under normal operating conditions the rectifier shall supply the battery charging requirements and shall also supply to the inverter which shall provide the AC output continuously to the connected loads. The UPS system will supply the regulated power through inverter at all the times in normal operation. If the AC mains supply to the battery charger (rectifier) fails, the battery shall supply energy to the inverter with no break in the AC output to the loads. AC output supply conditions shall be maintained within specified tolerance (± 1%) irrespective of main supply.
- **4.3** Phase sequence reversal detection and protection : UPS should detect the Phase sequence of Input & Bypass supply and protect the internal circuitry as well as provide alarm in the LCD display during phase sequence reversal. And to provide continuity of power should supply power through Battery mode .

5. TECHNICAL SPECIFICATION:

- 5.1 True on Line, double conversion with latest and advanced IGBT (Isolated Gate Bipolar Transistor) Technology. The system should be fully microprocessor control in all respects e.g. (Rectifier Control, Inverter Control, Display, Digital diagnostic) and it should be CE marked.
- 5.2 RECTIFIER: The rectifier must be realized with IGBT(Isolated Gate Bipolar Transistor) with fully microprocessor controlled UPS system with current harmonic distortion(THDI) \leq 3% at 100%load, \leq 5% at 75 % load and \leq 8% at 25% to 50% load.
- 5.2.1 Input Voltage : 400V a.c. ±15%, 3PH/N
- 5.2.2 Input Frequency $: 50 \text{ Hz} \pm 10\%$
- 5.2.3 Input power Factor $:\geq 0.99$
- 5.2.4 Power walk in: 0-30 seconds (Programmable)
- 5.2.5 Output Voltage Regulation: $\pm 1\%$ (for $\pm 15\%$ of input voltage and 0-100% load variation)
- 5.2.6 DC Ripple Voltage: 1% (maximum)
- **5.2.7** Output current: Bidder to specify (battery bank to be fully charged within 8-10 hours from fully discharge level.
- 5.2.8 Efficiency: 97% or Better
- 5.2.9 Cooling: Forced Air Cooling
- 5.2.10 PROTECTION: Suitable Protection shall be provided in the charger/rectifier for the following:
 - a) Current limitation
 - b) DC over/under voltage
 - c) Mains over/under voltage
 - d) Frequency Monitor
 - e) Temperature warning
 - f) Over temperature turn off rectifier
 - g) Surge and lightening

protection 5.2.11

- a) Battery charger shall have the provision for charging the battery under normal, float and equalizing charge mode. These voltages should be programmable in UPS System. The recommended voltage levels are:-
 - Discharge voltage/End cell voltage: 1.75 VPC
- b) The UPS battery charger should be microprocessor based with following features:-
 - Programmable battery test to check the status of battery.
 - Ripple current of charge current: 1% (maximum)
 - Capable of temperature compensated battery charging to prevent under or over charge due to variation in ambient temperature thereby increasing the battery life

- Front Panel LCD should indicate the back up time (in minutes) left and back up capacity (in AH) left on actual load in complete bank
- It should also be possible to programme the low battery pre-alarm setting
- There should be deep discharge protection of batteries
- 5.3 INVERTER: (IGBT Technology fully microprocessor controlled)
- 5.3.1 Rating: 3*200 kVA at p.f. unity
- 5.3.2 Service: Continuous
- 5.3.3 Output Voltage: 400 V a.c, 3 Phase/4 wire
- 5.3.4 Output Voltage Range: (380/400/415 V a.c. programmable from front panel)
- 5.3.5 Power Factor Range: 0.5 lagging to 0.9 leading
- 5.3.6 Voltage Tolerance:
- a) Static: $\pm 1\%$ of nominal
- b) 50% unbalance load: $\pm 1\%$
- c) 100% Unbalance load: $\pm 3\%$
- d) Transient response: $\pm 5\%$
- e) Recovery time to steady state $(\pm 1\%)$: <20 msec.
- 5.3.7 Output Frequency: 50 Hz
- **5.3.8** Output Frequency tolerance: $\pm 0.05\%$
- 5.3.9 Output Harmonic Distortion
 - Linear load : <2%
 - 100% Non linear load : < 3%
- **5.3.10** Crest Factor 3:1
- **5.3.11** Phase displacement with 100% unbalance load: $\pm 1 \text{ deg.}$
- 5.3.12 Overload capacity:
 - 3 phase: 150% (for 60 seconds)
 - 3 phase: 125% (for 10 minutes)
- 5.3.13 Short circuit current:
 - 3 phase: 200% (for 200 msec.)
 - 1 phase: 350% (for 200 msec.)
- 5.3.14 Inverter Efficiency at rated load: 95% or better
- 5.3.15 Size of Neutral conductor: 2 times the phase conductor
- 5.3.16 Protections provided for the Inverter/devices in Inverter
 - a) Current limitation
 - b) Output over voltage
 - c) Output frequency monitor
 - d) DC under/over voltage check
 - e) Surge and lightening protection
 - f) Output over load
 - g) Output short circuit
 - h) Over temperature
 - i) DC over current

5.4 Inverter to bypass changeover:

- In synchronized mode : 0 msec. (uninterrupted)
- In unsynchronized mode : 10 msec.

5.5 BATTERY BANK:

IUAC have 160 nos of 12v, 200AH, batteries in stock which will be issued for making battery banks. Supply and installing of cable links using UNYVIN cables of adequate size is in the bidders scope.

6. GENERAL DATA:-

a) Overall efficiency : 93% or above at full load

- b) Noise Level $:\leq 69 \text{ dBA}$
- c) Ambient temperature : 0-40 deg. C
- d) Altitude : up to 1000 meter above MSL without de-rating in output kVA
- e) Protection : IP20

7. Computer Interface: RS 232

- 7.1.1 Software, for remote monitoring and on line diagnostic on LAN, WAN--- (local area network), shall be supplied along with the system.
- 8. **UPS Front Panel**: Touch screen /LED Mimic with LCD display with touch pad switch for input, output, scroll down and scroll up. The details of front panels should be submitted along with offer.

8.1.1 LCD Display: LCD display should display the followings:-

A) Input side:

- Voltage
- Frequency

B) Output side:

- Voltage
 - Current (system should display both RMS value and peak value of load current)
 - Frequency

C) Intermediate DC:

- Current
- Voltage
- Battery temperature
- Remaining Time (in minutes)
- Remaining capacity (in AH)
- D) Alarm History
- 8.1.2 A simple line diagram/mimic display showing major components shall be provided at the exterior of the equipment. As a minimum this shall clearly indicate the function of all the electrical isolation devices. This shall also be provided at remote.
- **8.1.3** All local alarm conditions specified shall be individually indicated by audio visual alarms. The mimic should clearly show the following mode of operations:
 - a) Normal mode of operation
 - b) By pass mode of operation
 - c) Battery mode of operation
 - d) Inverter ON
 - e) Rectifier ON
 - f) Load on bypass
 - g) Changeover to bypass inhibited

8.1.4 UPS system should have emergency push button switch on Front panel.

8.1.5 Any abnormal condition or fault should be displayed on the front panel (LCD/through lap top. In

case of event recording/monitoring/diagnostic is through LCD/Lap Top, then the same shall be provided as a standard item with UPS without any additional cost to IUAC. Followings are the minimum faults that should be displayed:

- a) AC under voltage
- b) AC over voltage
- c) Rectifier failure
- d) Inverter failure
- e) Mains failure
- f) Bypass mains and UPS mains not in synchronization
- g) UPS system LCD should have the capability to store minimum last 100 events

9. SYSTEM LIFE:

a) UPS System life: Life of the UPS System quoted shall be fifteen years

10. ALARMS: The following alarm conditions shall be indicated and appropriately labeled:

10.1 Alarm provided for the charger/rectifier:

- a) Charger failure
- b) DC over/under voltage
- c) Mains over/under voltage
- d) Mains failure
- e) Temperature warning
- f) Temperature turn off rectifier

10.2 Alarms provided for the Inverter/machine/output

- a) Inverter hardware failure
- b) Over temperature
- c) Temperature warning
- 10.3 All alarms shall be manually resettable
- 10.4 In addition to local alarms, remote alarms shall be provided with dry contacts for remote indication. The details of programmable relays should be submitted along with techno-commercial offer.
- 10.5 The system should have following minimum relays:
 - Mains failure
 - UPS ON
 - Bypass ON
 - Battery operation
 - UPS mains operation
 - Charger failure
 - General failure
 - Pre-warning battery under voltage

11. CONSTRUCTION

- 11.1 The UPS as whole shall be designed and constructed in accordance with the latest applicable CODES and STANDARDS.
- **11.2** The UPS system shall be constructed with easy accessibility of all components to ensure simple installation and rapid maintenance and service.
- **11.3** The system design shall confirm to high efficiency with low maintenance cost.
- 11.4 The system shall be of proven high quality and reliability.
- 11.5 The system shall be free standing, floor mounting type fitted with louvers and ventilation fans & provision of Lifting hooks / eye bolts.
- **11.6** Hinged doors with locking facility shall be provided at the front and rear.
- 11.7 The entire construction shall be in rigid.

- **11.8** The sheet steel used for fabrication shall be thoroughly cleaned and degreased to remove dust, grease and dirt. The sheet shall be provided with two coats of primer.
- 11.9 Forced cooling of the system shall be provided with:
- a) Microprocessor controlled redundant fans for continuous operation
- b) An alarm is initiated for ventilation fan failure
- c) Adequate clearance around the equipment for effective cooling
- d) Fan power derived from Inverter output
- e) Air filters provided at the bottom
- 11.10 Cable entries shall be from the bottom with suitable glands

12. EARTHING:

12.1 Two earthing terminals shall be provided and marked as "E" suitable for 70 square mm cross section bar as per relevant standard by the Vendor.

13. INSPECTION AND TESTING

- **13.1** Inspection of the complete (3*200 kVA) parallel redundant system shall be carried out at manufacturer's works/ supplier's premises where testing facilities are available
- 13.2 Test should be performed under electrical conditions equivalent to service conditions
- **13.3** Where appropriate tests, shall be carried out covering all modes of operation. This shall demonstrate that the equipment performs in accordance with all the requirements of the specification.
- 13.4 The latest approved issue of drawings shall be available during testing.

14. LIST OF MINIMUM TESTS TO BE CARRIED OUT:

The following type tests shall be applied to the equipment and will be carried out at manufacturer's/ supplier's premises:-

- a) Insulation test*
- b) Preliminary light load test
- c) Checking of auxiliary devices
- d) Temperature rise test
- e) Output voltage tolerance test
- f) Frequency tolerance test
- g) Relative harmonic content test
- h) Current distortion
- i) Voltage distortion
- j) Power efficiency
- k) Output voltage with 100% unbalance load
- l) Load tests: The load tests shall allow for gradual increase of load from no load to full load followed by in sequence:
 - Application of 150% load for 60 seconds
 - Application of 100% design load for 08 hours or until such time as monitored temperature stabilize, which ever is longer
- m) Load harmonic distortion
- n) Load sharing test: Current sharing when 3 module running in parallel
- 0) Input auto phase sequence correction/protection test
- p) Input voltage tolerance test

15. TEST CERTIFICATES:

15.1 The manufacturer shall provide certificates for all the tests undertaken.

15.2 Where appropriate, test certificates shall state values for all test results.

16. TECHNICAL LITERATURE AND DOCUMENTATION:

Following technical literature (Hard as well soft copies) shall be supplied by the manufacturer:

- 16.1 Three sets of operation and maintenance manuals, three sets of repair manual, three sets of spare parts catalogues.
- **16.2** Three sets of GA drawings showing location of various parts of the system, three sets of elementary wiring and interconnection drawing.
- 16.3 Three sets of complete installation and commissioning manuals.

17. WARRANTY:

- 17.1 The vendor shall warrant that all the material used for fabrication of the equipment shall meet the requirement set in this specification and relevant standards. It shall be new and free from all discernable injuries, defects and deficiency in design and materials.
- **17.2** The manufacturer shall also guarantee all workmanship to be of high quality and in accordance with the most improved acceptable methods of manufacture.
- 17.3 The manufacturer shall warrant that the equipment will satisfy the requirements of the intended use as specified.
- 17.4 Should any defect/failure be noticed in design, material or workmanship within 24months from the date of commissioning of the equipment, IUAC shall inform the supplier and the supplier shall depute their personnel within 24 hours of receipt of such intimation to investigate the actual causes of defects and arrange rectification/replacement of the defective equipment component at the site without any extra cost to IUAC within a reasonable period. If the supplier fails to take proper corrective action to repair/replace defects satisfactorily within a reasonable period, IUAC shall be free to take such corrective action as may be deemed necessary at supplier's risk and cost after giving notice to supplier.
- 17.5 In case the defects are of such nature that the equipment shall have to be taken to the suppliers works for rectification etc., supplier shall take the equipment at his cost after giving necessary undertaking or security as may be required by IUAC. After repair, supplier shall deliver the equipment at site. All the expenses and risk in transit To & Fro shall be borne by the supplier.
- **17.6** Bidder has to provide product/service support along with uninterrupted and timely supply of spares for 15 years for the quoted model.
- 17.7 Bidders should have adequate after sales service support and should be capable of deputing their engineer on the request of IUAC within 24 hours as & when required.
- **17.8** Bidder has to give an undertaking to provide comprehensive CAMC (i.e. including spares and service) for 13 years after expiry of warranty period if IUAC wish to avail CAMC services.)

18. SPARES:

- 18.1 Any special tools required for the UPS's maintenance shall be provided by the bidders along with UPS.
- **18.2** Recommended list of spares for two years operation and maintenance shall also be provided by bidder along with the bid.
- 19. All the power cables required for UPS input supply from main AC & battery banks and power cables required for out put supply from UPS to distribution panel with in a distance of fifteen (15) meter from UPS location and terminations of all power cables are to be provided by the contractor.

20.0 NAME PLATE DETAILS

- 20.1 UPS: The name plate shall include but not limited to the following: Manufacturer's name, Serial Number, Year of manufacture, Rated kVA, Input / Output Voltage, Frequency, No of phases, Rated output current, Power factor and back-up time.
- 22. **PACKING:** As per manufacturer's standard practice ensuring safeguard of total package and components from any possible damage in transit. The offered equipment along with the required accessories shall be transported to site packed in wooden crates. The UPS Unit shall be wrapped with polythene sheets, before being placed in the crates to prevent damage to finish. Crates shall have skid bottom for handling. Bidder shall specify long time storage procedure along with bid.
- 23. Bidder should furnish all the required information in the Technical Check List enclosed at Annexure I of Section-IV of the tender document.

<u>APPENDIX – I</u> <u>TECHNICAL CHECK LIST</u>

Bidders to confirm/clarify/furnish all the information as per technical particulars

S/No.	DESCRIPTION	IUAC Specification	Bidder Specification
1	Manufacturer		
	Quality standard of	Bidder to specify	
	manufacturer		
1.1	Make and Model of UPS	Bidder to specify	
	unit(s)		
2	UPS CAPACITY	3*200 KVA /3*200KW	
2.1	Input voltage	$400 \text{ VAC} \pm 15\%$	
2.2	Output voltage	400 VAC ± 1%	
3	UPS TECHNOLOGY	True on line, double conversion,	
		IGBT technology fully	
		microprocessor controlled and	
		'CE' marked in accordance with EEC	
		directives 73/23 "low voltage" and	
		89/336 electromagnetic	
		compatibility"	
4	RECTIFIER/CHARGER		
4.1	Type of rectifier	Fully microprocessor controlled	
		IGBT rectifier with harmonic	
		distortion $\leq 3\%$ at 100%load,	
		\leq 5% at 75 % load and \leq 8% at	
		25% to 50% load without	
		applying any filter.	
4.2	Input voltage and variation	400 VAC + 20% - 15%	
4.3	Frequency and variation	50 ± 10%	
4.4	Power factor at full load	0.99 minimum	
4.5	Power walk in time	0-30 seconds	
4.6	Maximum out put power	Bidder to specify	
4.7	Maximum current at high rate	Bidder to specify	
	charging		
4.8	Rated current without battery	Bidder to specify	
	charging		
4.9	Duration in which totally	8 to 10 hours	
	discharged batteries are to be		
	recharged		
4.10	Output voltage of DC bus	Bidder to specify	
	i) During battery float		
	mode:		
	ii) During battery		
4.1.1	boost mode:		
4.11	Residual ripple	1% Maximum)	
4.12	Voltage regulation	± 1%	
4.13	Rectifier efficiency	≥97%	
4.14	Minimum battery charging	Bidder to specify	
	current		

4.15	Maximum battery charging current	Bidder to specify
4.16	Battery voltage at various	Bidder to specify
4.10	stages:	bluder to specify
	i) Float voltage	
	ii) Boost voltage	
	iii) Discharge voltage	
	iv) Battery low voltage	
	alarm	
4.17	PROTECTION: Whether	
7.17	protection provided in rectifier	
	for the following:	
	a) Current limitation	YES/NO
	b) DC over/under voltage	YES/NO
	c) Mains over/under	
	voltage	YES/NO
	d) Mains failure	YES/NO
	e) Temperature warning	YES/NO
	f) Over temperature turn	YES/NO
	off rectifier	
	g) Surge and lightening	YES/NO
	protection	
	Freedom	
4.18	BATTERY:	PROVIDED BY IUAC
	-Type/make of battery	Type: SMF Exide, make.
	- Battery voltage (Nominal)	\rightarrow 12V
	- Battery capacity	➤ 200AH
	- Discharge voltage/cell	\rightarrow 1.75 V/cell
5	INVERTER:	IGBT technology fully
		microprocessor controlled
5.1	Rated Power in kVA/kW	3*200 kVA/3*200 KW
5.2	Rated current	Bidder to specify
5.3	Range of permissible input	Bidder to specify
	voltage variations	
5.4	Rated DC input voltage	Bidder to specify
5.5	Output voltage	400 VAC ± 1%
5.6	Output frequency	$50 \pm .05\%$
5.7	Power factor range	0.5 lagging to 0.9 leading
50	Output voltogo odiustroget	50/
5.8	Output voltage adjustment	± 5%
5.0	range Valtage regulation	
5.9	Voltage regulation	. 10/
	- Static	$\pm 1\%$
	- 50% unbalance load	$\pm 1\%$
	- 100% unbalance load	±3%

5.10	Transient voltage regulation	Bidder to specify
	for the following:	
	i) Loss or return of	
	AC input	
	ii) 50% Load step	
	iii) 100% load step	
5.11	Recovery time to steady state (\pm	<20 m sec
	1%)	
5.12	Harmonics:	
	i) Total harmonic	<2%
	distortion at 100%	
	linear load	201
	ii) Total harmonic distortion at 100%	< 3%
	non-linear load	
5.13	Frequency tolerance:	±1%
5.15	Line commutation	± 170 $\pm 2\%$
	 Self commutation 	$\pm 1\%$
5.14	Crest factor	3:1
5.15	Phase displacement with	± 1 deg.
	100% unbalance load	
5.16	Synchronizing range with	Bidder to specify
	bypass input and inverter	
	output	
5.17	Overload:	
	> 150%	60 sec
	▶ 125%	10 minutes
5.18	Short circuit current	
	> 3 phase	200% for 200 ms
5.10	> 1 phase	350% for 200 ms
5.19	Inbuilt Galvanic isolation	
	transformer at	
5.20	output of each UPS module Size of Neutral conductor	Double the phase conductor
5.20	Whether neutral of inverter is	YES/NO
5.21	solidly grounded	
5.22	Inverter efficiency at rated	> 95%
	load	

.	XX71 1	
5.23	Whether protection provided	
	in the inverter for the	
	following:	
	a) Current limitation	YES/NO YES/NO
	b) Output voltage	
	Monitor	YES/NO YES/NO
	c) Output frequency	
	monitor	YES/NO
	d) DC under/over voltage	
	check	YES/NO YES/NO
	e) Surge and lightening	YES/NO
	protection	YES/NO
	f) Output over load	
	g) Output short circuit	
	h) Over temperature	
	i) DC over current	
5.24	Alarm provided for the	
	inverter output in case of	
	following:	
	a) Inverter hardware	YES/NO
	failure	
	b) Over temperature	YES/NO
	c) Temperature warning	YES/NO
5.25	Transfer time from inverter to	
	bypass and vise versa in case of	
	following:	
	a) Inverter output and	0 msec
	bypass are in	
	synchronism	
	b) Inverter output and	10 msec
	bypass are not in	
	synchronism	
6	GENERAL DATA:	
6.1	Overall efficiency:	
	➤ 100% load	≥95%
	➤ 75% load	
	➤ 50% load	Bidder to specify
	➤ 25% load	Bidder to specify
		Bidder to specify
		Bidder to specify
6.2	Power dissipation	Bidder to specify
	➤ 100% load	Bidder to specify
	➢ 75% load	Bidder to specify
	➢ 50% load	Bidder to specify
	➤ 25% load	
6.3	Dimensions (W*D*H)	Bidder to specify Bidder
	> UPS system	to specify
	Static bypass	Bidder to specify
6.4	WEIGHT:	Bidder to specify
	> UPS system	Bidder to specify Bidder
	Static bypass	to specify
6.5	Acoustic noise level at a distance	\leq 69 dBA
	of 1.0 meter	39
L	1	

6.6	Air rate required	Bidder to specify
6.7	Permissible ambient	0 to 40 deg. C
	temperature	
6.8	Relative humidity	95% (Non-condensing)
6.9	Installation altitude	Up to 1000 meter above MSL
6.10	Insulation group	Bidder to specify
6.11	Paint finish	Bidder to specify
6.12	Protection class	IP 20
6.13	Humidity class	Bidder to specify
7	MEASURING	
	INSTRUMENTS CONTROLS	
	and INDICATION	
7.1	Front panel LED mimic with	YES/NO
	LCD display provided or not	
7.2	Digital display provided or not	YES/NO
	A) INPUT SIDE	
	> Voltage	Provided or not
	> Current	Provided or not
	> Frequency	Provided or not
	1	
	B) OUTPUT side	
	> Voltage	Provided or not
	> Current	Provided or not
	> Frequency	Provided or not
	C) Intermediate DC:	
	> Current	Provided or not
	➢ Voltage	Provided or not
	 Battery temperature 	Provided or not
	Remaining back up	Provided or not
	time (minute)	Provided or not
	 Remaining capacity (in 	
	AH)	
7.3	Status LED: (Tri-colour LED)	
	i) AC input isolator	Bidder to specify
	ON/OFF	
	ii) Rectifier ON/OFF	Bidder to specify
	iii) Battery isolator	
	ON/OFF	Bidder to specify
	iv) Not in synchronism	
	v) Inverter ON/OFF	Bidder to specify
	vi) Bypass isolator	
	ON/OFF	Bidder to specify
	vii) Load on bypass	
	viii) Load on inverter	Bidder to specify
		Bidder to specify
		Bidder to specify

7.4	ALARM (LED)		
		,	provided or not	
	i)	Common failure	provided or not	
	ii)	Input out of		
		tolerance	provided or not	
	iii)	Battery isolator		
		open	provided or not	
	iv)	Output contactor		
		open	provided or not	
	V)	Rectifier failure	provided or not	
	vi)	Inverter failure	provided or not	
	vii)	Inverter overload	provided or not	
	viii)	Bypass overload UPS failure	provided or not	
	ix) x)	Low battery	provided or not	
	^)	voltage		
7.5	Emergency	y push button	provided or not	
1.0	switch	publi button		
7.6	Total life	of the system in	Life of the UPS system quoted	
	years		shall be fifteen years	
7.7	Auto Phas	e Sequence Protection	To be provided	
8		programmable	Bidder to specify	
		omit full details &		
		e with technical		
-	specificati			
9	Computer		RS 232	
10		MTTR of UPS	Bidder to specify	
	System			
11	Software f		Provided or not	
	monitoring			

SECTION-V

SERVICE LEVEL AGREEMENT

(for Comprehensive Post Warranty CAMC of UPS System excluding Battery Banks)

1 SCOPE OF WORK

1.1 COMPREHENSIVE MAINTENANCE:

- 1.1.1 The bidder should agree to undertake comprehensive maintenance of the offered UPS system so as to keep it functional. The comprehensive maintenance includes labor, repair, routine maintenance of UPS system, and changing of parts as and when required.
- **1.1.2** On receipt of call in terms of Breakdown maintenance, the service engineers of the contractor will report at the site within 24 Hrs and rectify the defects within another 24 Hrs. failing which L.D. in terms of L.D. Clause will attract.

1.2 PREVENTIVE MAINTENANCE:

Routine checking within 15 days in the beginning of each quarter for the offered UPS system will be carried out as per the recommended check list of manufacturer. In case the preventive maintenance is not carried out in terms of the contract, L.D. will attract.

2. DURATION OF AGREEMENT

Bidder should agree for comprehensive CAMC for offered UPS system for 10 years after expiry of 2 years warranty period. IUAC will have the option to award the contract for comprehensive CAMC to the bidder at their quoted rates.

3. MAINTENANCE SERVICES:

- 3.1 Preventive maintenance of the system will be carried out by bidder preferably during normal working hours (0930 hrs. to 1830 hrs.) on all days.
- 3.2 Preventive maintenance will be carried out by firms engineer on quarterly basis for which temporary shut down may be required for one day.
- 3.3 Breakdown service shall be provided by the bidder within assured response time to max.24 hrs. after reporting of break down call on all days including holidays.
- 2. CAMC RATES: the prices quoted by the bidder towards CAMC shall not be exceed the the prevailing rates charged by him from others for similar services While claiming payments, the bidder / agency is also to give a certificate to this effect with his bill.

3. INVOICES AND PAYMENT:

- 3.1 The contractor shall raise invoices only after successful completion of every 6months of CAMC period IUAC as per rates in schedule of prices (annexure-XVII) subject to statutory recoveries, if any.
- 3.2 TDS will be deducted at source as per rules applicable from at the time of making payment.
- 3.3 The total value of the comprehensive CAMC should be inclusive of cost of all spares parts,

inventory, traveling, boarding, lodging and all other expenses directly involved in the execution of the work.

- 3.4 Invoice in duplicate in the name of A.O. (F&A)-I/C Finance, IUAC, Delhi . Copies of the quarterly routine test reports and breakdown test reports for the billing period shall be submitted along the invoices.
- 3.5 The disputed payments / bills if any will be non interest bearing.
- 3.6 Bidders should note that sales tax "C" form will not be issued by IUAC against this tender.

4. Performance Bank Guarantee for CAMC period:

- On award of CAMC work, the Bidder shall furnish a Bank Guarantee/FDR, valid for the entire i) contract duration plus two months equivalent to 5% of the value of UPS to be maintained (excluding cost of batteries and its accessories). In case of extension of contract after the first year, fresh bank guarantee/FDR for the extended period has to be submitted keeping same value and time duration same as first year. In case Bidder fail to submit the Security same shall be recovered from the available BG/FDR.
- ii) Incase the CAMC contractor require to take goods or some components of the goods to his factory for repair then on such occasions, before handing over of the goods or components having value more than one lakh, a suitable bank guarantee has to be submitted by the contractor/ firm to safeguard IUACs interest.

5. **TAX LIABILITY:**

The contractor will have to bear all statutory liabilities such as corporate tax, personal tax etc. Any additional tax levied by the Govt. during the currency of the contract shall be the liability of the contractor.

LIQUIDATED DAMAGES: 6.

Time shall be the essence of the contract. If the contractor fails to attend the work in terms of the contract or unsatisfactorily attends to the work or repudiates the contract at any time before the expiry of such period, the L.D. as below may be recovered.

6.1 PREVENTIVE MAINTENANCE

If the **preventive maintenance** services are not provided within 15 days from the start of every quarter, the contractor will be liable for 1/2% (Half percent) of the contract price (CAMC charges for the period under contract) per week for such delay or part thereof (This is an agreed, genuine pre-estimate of damages agreed to by the parties) subject to a ceiling of 10% of the total value of the contract (CAMC charges for the period under contract).

6.2 BREAKDOWNS MAINTENANCE

If the breakdowns are not attended to and rectified in terms of clause 3.3. above, the genuine preestimated damages agreed to by the parties of Rs. 5000/= per day with a ceiling of maximum 10% of contract value (CAMC charges for the period under contract) shall be recovered from the contractor for which the decision of In-charge IUAC will be final and binding and the said L.D will be beyond the preview of arbitration. In case the break down services are attended to but not rectified in terms of scope of work, even then L.D. @5000/= per day with a ceiling of maximum 10% of contract value (CAMC charges for the period under contract) shall be recovered from the contractor and/or IUAC will be at liberty to cancel the contract. The same LD shall be applicable separately for each breakdown call during the contract period.

7. **Termination of Contract:-** The Director, IUAC reserve the right to terminate the CAMC at any time giving due notice of 3 months without assigning any reason. The contractor/ firm will not be entitled to $\frac{43}{43}$ claim any compensation against such terminations. However, while terminating the contract, if any is due to the contractor for maintenance services already performed in the terms of the contract, these would be paid to him/it as per contract terms.

8. ADDITIONAL TECHNICAL TERMS & CONDITIONS FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) :

- i) CAMC contract starts from the date of expiry of standard warranty period of 24 months.
- ii) CAMC contract is for labour, maintenance, service, repair, cost of all the spare parts and consumables of UPS system including visiting charges.
- iii) The entire job pertaining to service, maintenance and changing of parts / repairs of UPS system is in Bidders scope.
- iv) CAMC Bidder shall always keep sufficient stock of consumables, tools and plants ready for any emergency. All such required items are deemed to be in the scope of Bidder and shall not depend on IUAC.
- v) Comprehensive maintenance and repair of UPS system includes carrying out routine checking, preventive maintenance after every 3 months (mandatorily) and unlimited number of service calls in case of breakdown, replacement of spares.
- vi) The maintenance service would be available during normal working hours from 09.00 hours to 18.00 hours on all normal working days excluding Sunday & national holidays while the breakdown services would be available on 24X7 support.
- vii) All the breakdowns shall be attended within 24 hours keeping uptime of the equipment close to 100%.
- viii) CAMC bidder shall channelize the registering the service request properly with all contact details . Response time for resolving the request shall be such that the request gets attended within 24 hours.
- ix) Channel for escalation of service request in case of delay or unsatisfactory resolution of request, monitoring of service levels etc.
- **x**) Only genuine spares from the OEM will be used in the repair/ replacements required in service requests.
- xi) Batteries and Battery services are excluded from this contract considering applicable viability.
- xii) The service Engineer will be made available by the Bidders immediately as and when required 24X7 against the request call on phone or otherwise during the period of Annual Maintenance Contract.
- **xiii**) The firm has to ensure for proper upkeep and maintenance of the UPS as per standards of OEM. Since the nature of the CAMC is comprehensive the contract include maintenance of all parts of UPS including supply of original spares **except batteries.**
- **xiv**) In the event of non-compliance of the instruction, terms & conditions or complaints remain unattended for 24 hours, servicing of UPS not done within the stipulated period, IUAC reserves

the right to get the defect removed or servicing done by other firm at risk and cost of the CAMC Bidder.

- **xv**) The payment shall be made on half yearly basis after successful and satisfactory completion of six months.
- xvi) GST shall be charged extra as applicable currently like GST @ 18% of basic value and any levies on work contracts (if) imposed by the state / central / local government / statutory bodies etc. from time to time.
- **xvii**) The rates indicated against each UPS in the schedule of rates, item IV (Annexure-XVII) shall be for the complete works involved in CAMC of the item including all labour, materials, tools, tackles, transportation etc.
- **xviii**) The bidders shall be deemed to have visited the site and studied the specifications and details of works to be done within the time schedule and to have acquainted him of the conditions prevailing at site.
- **xix**) Bidder shall engage sufficient number of personnel as may be required for effectively carrying out the jobs covered under the scope of tender in an efficient and prompt manner.

BID EVALUATION CRITERIA

A. Vital criteria for acceptance of bids: -

Bidders are advised not to take any exception/deviations to the bid document. Still, if exceptions /deviations are maintained in the bid, such conditional/ non-conforming bids shall not be considered and may be rejected outright.

B. REJECTION CRITERIA

B.1 Technical rejection criteria

The following vital technical conditions should be strictly complied with failing which the bid will be rejected:

1. Bid should be complete in all aspects covering entire scope of job / supply and should conform to the technical specifications as per Section-IV of the bid document, duly supported with technical catalogues / literatures, wherever applicable. Incomplete and non-conforming bids will be rejected outright.

2. Manufacturer's experience:- In case the bidder is a manufacturer of the offered equipment, he should satisfy the following along with documentary evidence, which should be enclosed along with the techno-commercial bid:

(a) Minimum eight (08) Years of experience of manufacturing UPS system. [For this purpose, the period reckoned shall be the period prior to the date of opening of the techno-commercial bid].

(b) Bidder should have manufactured, supplied and provided services (installation, testing & commissioning) for at least **ten** (10) UPS system of 200 KVA or more than 200 KVA capacity UPS system in the last **five** (05) years to various companies.

► Documentary evidence in respect of the above should be submitted in the form of copies of relevant Purchase Orders along with copies of any of the documents in respect of satisfactory execution of each of those Purchase Orders, such as - (i) Satisfactory Inspection report (**OR**) (ii) Satisfactory supply completion / Installation report (**OR**) (iii) Consignee Receipted Delivery Challans (**OR**) (iv) Central Excise Gate Pass / Tax Invoices issued under relevant rules of Central Excise / VAT / GST (**OR**) (v) any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above.

[For this purpose, the period reckoned shall be the period prior to the date of opening of the technocommercial bid].

2.1 In case the bidder is not a manufacturer. then:

a) The bidder is required to *submit* documentary evidence in respect of the above 2 (a) *from* the concerned manufacturer, whose product he is quoting and submit the same along with the techno-commercial bid.

(b) Bidder should have supplied and provided services (installation, testing & commissioning) for at least ten (10) UPS system of 200 KVA or more than 200 KVA capacity UPS system in the last five (05) years to various companies.

► Documentary evidence in respect of the above should be submitted in the form of copies of relevant Purchase Orders along with copies of any of the documents in respect of satisfactory execution of each of

those Purchase Orders, such as - (i) Satisfactory Inspection report (OR) (ii) Satisfactory supply completion / Installation report (OR) (iii) Consignee Receipted Delivery Challans (OR) (iv) Central Excise Gate Pass / Tax Invoices issued under relevant rules of Central Excise / VAT/GST (OR) (v) any other documentary evidence that can substantiate the satisfactory execution of each of the purchase orders cited above.

[For this purpose, the period reckoned shall be the period prior to the date of opening of the technocommercial bid].

[For this purpose, the period reckoned shall be the period prior to the date of opening of the technocommercial bid].

3. Bidders should have the required facilities for testing the quoted items as per International standards at their premises and also agree to inspection by IUAC or any other agency nominated by IUAC. In case the bidder is not the manufacturer, a certificate from the manufacturer to the effect that the manufacturer possesses the required facilities for testing the quoted equipment/ material should be enclosed along with the techno-commercial bid.

4. Bidder should furnish an undertaking for the product/ service support along with uninterrupted and timely supply of spare parts for at least 15 years for the quoted model. The bidder must give details of their after sales service support/ repair services that will be provided by them. The bidders should indicate the source of their bought out items and clearly indicate the names of the original equipment manufacturer for the major components.

5. Bidder must furnish the following undertaking from the Original Equipment Manufacturer(s), alongwith his bid :

(i) The OEM shall provide the maintenance / service / calibration facilities in Indian, for equipment to be supplied under the contract, if awarded to **bidder** by IUAC.

(ii) The bidder shall indicate the source of their bought out items and also the names of the original equipment / materials manufacturer for the major components. The OEM shall

guarantee supply of spares, for 15 years, for all the equipments to be supplied under the 'contract, if awarded to the bidder by IUAC.

(ii) The OEM undertakes to enter into Annual Maintenance Contract for 15 years for the items to be supplied under the contract, if awarded to the **bidder** by IUAC.

In case the OEM declines / fails to honour any of his above Commitments, business dealings with such OEM shall be considered for banning from future business dealings.

B.2 Commercial rejection criteria

The following vital commercial conditions should be strictly complied with failing which the bid will be rejected.

1. Eligibility of Bidders:

Bidder should preferably be a Manufacturer.

▶ In case the bidder is not a manufacturer, its bid can also be considered provided such bid is accompanied with a back-up authority letter(s) from the concerned manufacturer(s), who authorizes them to market their product provided further, such an authority letter is valid at the time of bidding and should remain valid during the entire execution period of the order.

► Required warranty cover of the manufacturer(s) (as per the warranty clause 9 of the bid document) for the product will be provided by such a bidder and an undertaking to this effect shall be provided by the bidder in the techno-commercial bid.

► Offers without back-up authority letter from manufacturer(s) will not be considered.

2. Proof of the sale/issue of bid document :

The forwarding letter, in original, for the sale/issue of the Bid document, duly signed by tender issuing officer, will be sent by the bidder along with the offer. In case the Bid document has been received free of cost, bidder must also submit the forwarding letter along with valid Registration certificate.

3. Acceptance of terms and conditions:

The bidder must submit an undertaking along with their bid that all conditions as contained in the tender document *(including the 'Instructions to bidders' and 'General Terms & Conditions' at at Section-I)* are acceptable to them unconditionally.

4. Bid should be submitted in **Two Bid system**. The Techno Commercial bid shall contain all details but with the price column of the price bid format blanked out. However a tick mark ($\sqrt{}$) shall be provided against each item of the price bid format to indicate that there is a quote against this item in the Priced bid. The Priced bid shall contain only the prices duly filled in as per the price bid format.

4.1 The offers of the bidders indicating/disclosing prices in techno-commercial (un-priced bid) or at any stage before opening of price-bid shall be straightaway rejected.C. 1. Price Evaluation Criteria

(i) Bids will be evaluated for complete scope work, on the <u>Final Evaluated Cost (i.e. Total Material</u> <u>Cost of UPS & Cost of Services i.e. ITC and Comprehensive post warranty CAMC Charges for a</u> <u>period of 10 years) as per the PRICE BID FORMAT</u> placed at Annexure –XVII.

D. General

1. Discount: Bidders are advised not to indicate any separate discount. Discount, if any should be merged with the quoted prices. Discount of any type indicated separately will not be taken into account for evaluation purpose. However in the event such offer without considering discount is found to be lowest, IUAC shall avail of such discount at the time of award of contract.

2. The bidder/contractor is prohibited to offer any service / benefit of any manner to any employee of IUAC and that the contractor may suffer summary termination of contract / disqualification in case of violation.

3. On site inspection will be carried out by IUAC's officers / representative /Third Parties at the discretion of IUAC.

4. The BEC over-rides all other similar clauses operating anywhere in the Bid Documents.

ANNEXURE-II

	BID MATRIX FOR EVALUATION			
Т	he bidder, very explicitly, has to mention "CONFIRME	ED / NOT CONFIRM	MED" against each	
	query mentioned in the rows below			
Sl. No.	Description	Details to be filled by bidder(s)	Page no. of the bid, where the documentary proof has been enclosed	
1.	NAME OF BIDDER: ADDRESS: PHONE NO: FAX NO: E-MAIL NO: CONTACT PERSON NAME:			
2.	Name(s) of actual manufacturer(s) whose items are quoted by bidder : Address of Manufacturer : Telephone number : Fax number : E-mail number: Contact person name :			
3.	 The bidder confirms that the bid covers complete scope of job/supply. (<i>Reference: BEC Clause No. B.1 (1) of Annexure-I</i>) 	Confirmed/ Not Confirmed	Page no	
4.	The bidder confirms that the technical catalogues / literature has been submitted.(Reference: BEC Clause No. B.1 (1) of Annexure-I)	Confirmed/ Not Confirmed	Page no	
5.	Whether bidder is a	Manufacturer/ Authorized dealer / distributor		
6.	In case the bidder is a manufacturer, he confirms that he has submitted documentary evidence., (<i>Reference: BEC Clause No. B.1 (2-a) of Annexure-</i> <i>I</i>)	Confirmed/ Not Confirmed		
7.	In case the bidder is a manufacturer, he confirms that he has submitted the required documentary evidence.(Reference: BEC Clause No. B.1 (2-b) of Annexure- I)	Confirmed/ Not Confirmed	Page no	
8.	In case the bidder is the authorized <u>dealer/distributor</u> of the manufacturer. he confirms that he has required documentary evidence. (<i>Reference: BEC Clause No. B.1 (2.1-a) of</i> <i>Annexure-I</i>)	Confirmed/ Not Confirmed		

9.	In case the bidder is the authorized		
9.	dealer/distributor of the manufacturer, he confirms that he has submitted the required documentary evidence. (<i>Reference: BEC Clause No. B.1 (2.1-b) of</i>	Confirmed/ Not Confirmed	Page no
	Annexure-I)		
10.	In case the bidder is a manufacturer, He confirms that he has the required facilities for testing the quoted items as per International standards at their premises and also agrees to inspection by IUAC or any other agency nominated by IUAC. (<i>Reference: BEC Clause No. B.1 (3) of Annexure-I</i>)	Confirmed / Not Confirmed	Page no
11.	In case the bidder is the authorized		
	dealer/distributor of the manufacturer, He confirms that a certificate from the manufacturer to the effect that the manufacturer possesses the required facilities for testing the quoted items has been submitted along with the bid. (<i>Reference: BEC Clause No. B.1 (3) of Annexure-I</i>)	Confirmed/ Not Confirmed	Page no
12.	The bidder confirms that sales service support / repair services that will be provided by them. (<i>Reference: BEC Clause No. B.1 (4) of Annexure-I</i>).	Confirmed/ Not Confirmed	Page no
13.	The bidder confirms that he has indicated the source of his bought out items and also the names of the original equipment / materials manufacturer for the major components. (<i>Reference: BEC Clause No. B.1 (4) of Annexure-I</i>).	Confirmed/ Not Confirmed	Page no
14.	In case the bidder is a manufacturer, He confirms to undertake to provide maintenance / service / calibration facilities, for items to be supplied under the contract, if awarded to him by IUAC. (Reference: BEC Clause No. B.1 (5-i) of Annexure- I).	Confirmed/ Not Confirmed	Page no
15.	In case the bidder is a manufacturer, He confirms to enter into Annual Maintenance Contract for 15 years for items to be supplied under the contract, if awarded to him by IUAC. (<i>Reference: BEC Clause No. B.1 (5-ii) of Annexure-</i> <i>I</i>).	Confirmed/ Not Confirmed	Page no
16.	In case the bidder is not a manufacturer, He confirms that he has furnished undertaking from the OEM regarding provision of maintenance / service / calibration facilities for the equipments to be supplied under the contract, if awarded to the bidder by IUAC. (<i>Reference: BEC Clause No. B.1 (5-i) of</i> <i>Annexure-I</i>).	Confirmed / Not Confirmed	Page no
17.	In case the bidder is not a manufacturer, He confirms that he has indicated the source of their bought out items and also the names of the original		

	equipment / materials manufacturer for the major		
	components. (Reference: BEC Clause No. B.1 (5-ii)		
	of Annexure-I).		
18.	In case the bidder is not a manufacturer,		
	He confirms that he has submitted an undertaking		
	from OEM regarding guarantee for supply of spares,		
	for 15 years, for all the equipments to be supplied		
	under the contract, if awarded to the bidder by IUAC.		
	(Reference: BEC Clause No. B.1 (5-ii) of		
19.	Annexure-I). In case the bidder is not a manufacturer,		
13.	He confirms that he has furnished undertaking from		
	the OEM, in which the OEM has confirmed to enter	Confirmed/	
	into Annual Maintenance Contract for 15 years for		D
	-	Not Confirmed	Page no
	the quoted items to be supplied under the contract, if		
	awarded to the bidder by IUAC.		
	(Reference: BEC Clause No. B.1 (5-iii) of		
	Annexure-I).		
20.	In case the bidder is the authorized		
20.	<u>In case the bidder is the authorized</u> <u>dealer/distributor of the manufacturer,</u>		
		Confirmed/	Descent
	He confirms that he has submitted back-up authority	Not Confirmed	Page no
	letter(s), from the concerned manufacturer(s) who		
	authorizes them to market their product, along with		
	the bid. (Pafor BEC Clause No. B 2 (1) of Annorum I)		
	(Refer BEC Clause No. B.2 (1) of Annexure-I)		
21.	The bidder confirms that the authority letter(s) of the	Cf	
	manufacturer(s) is valid at the time of bidding and	Confirmed/	Page no
	will remain valid during the entire execution period	Not Confirmed	
	of the order.		
	(Refer BEC Clause No. B.2 (1) of Annexure-I)		
22.	The bidder confirms that required warranty cover as		
	per clause 9 of Annexure-II of tender document will	Confirmed/	Page no
	be submitted.	Not Confirmed	i ugo norran
	(Refer BEC Clause No. B.2. (1) of Annexure-I)	i tot commud	
23.	The bidder confirms that the forwarding letter, in	Confirmed/	
	original, for the issue of the Bid document, duly		Page no
	signed by tender issuing officer, has been submitted.	Not Confirmed	
	(Refer BEC Clause No. B.2 (2) of Annexure-I)		
24.	The bidder undertakes that all the terms and	Confirmed	
	conditions as contained in the 'Standard Booklet'	Confirmed/	
	enclosed with the tender document (including the	Not Confirmed	Page no
	'Instructions to bidders' at Annexure-I and 'General		
	Terms & Conditions' at Annexure-		
	II) are acceptable to them unconditionally.		
	(Refer BEC Clause No. B.2. (3) of Annexure-I)		
R			

25.	The bidder confirms that the bid has been submitted in Two bid system in two separate envelopes with Techno Commercial bid containing all details but with the price column of the price bid format blanked out. (<i>Refer BEC Clause No. B.2. (4) of Annexure-I</i>)	Confirmed/ Not Confirmed	Page no
26.	The bidder confirms that the blank price bid format, however, with a tick mark ($$) provided against each item of the price bid format to indicate that there is a quote against this item in the Price bid, has been submitted along with techno-commercial bid. (<i>Refer BEC Clause No. B.2. (4) of Annexure-I</i>)	Confirmed/ Not Confirmed	
27.	The bidder confirms that the Price bid contain only the prices duly filled in as per the price bid format. (<i>Refer BEC Clause No. B.2. (4) of Annexure-I</i>)	Confirmed/ Not Confirmed	
28.	The bidder confirms that it has noted that the offers of the bidders indicating / disclosing prices in techno-commercial (un-priced bid) or at any stage before opening of price-bid shall be straightaway rejected. (Refer BEC Clause No. B.2. (4.1) of Annexure-I)	Confirmed/ Not Confirmed	
29.	The bidder confirms that he has submitted bid bond / EMD submitted as per tender requirement.	Confirmed/ Not Confirmed	Page no
30.	The bidder confirms that the Original bid has been signed manually.	Confirmed/ Not Confirmed	Page no
31.	The bidder confirms that the bid Validity is for 90 days as per tender document.	Confirmed/ Not Confirmed	Page no
32.	The bidder confirms that prices are firm till validity of offer.	Confirmed/ Not Confirmed	Page no
33.	The bidder confirms that he has submitted Prices exactly as per the Price Format (<i>At ANNEXURE-I</i>) given with bidding documents.	Confirmed/ Not Confirmed	Page no
34.	The bidder confirms acceptance of price evaluation criteria at BEC clause no.C.1 (i).	Confirmed/ Not Confirmed	Page no
35.	The bidder confirms acceptance of Delivery/completion period as per tender documents.	Confirmed/ Not Confirmed	Page no
36.	Whether bidder has submitted following documents along with their bid, duly filled and signed, wherever required:		
	a) G ST registration copy.	Submitted/ Not Submitted	Page no
	b) Bid Matrix (Annexure-II)	Submitted/ Not Submitted	Page no

	c) Profile of the bidder (Annexure- III)	Submitted/ Not Submitted	Page no
37.	Name and designation of person who has signed the offer on behalf of bidder.	Mr./Miss.	Page no
38.	Whether the bidding firm is Private limited / Public limited / Proprietary / Partnership firm?		/ Public limited / Partnership firm
39.	The bidder confirms that Power of Attorney or Authorization for signing the bid on behalf of bidder has been submitted along with bid as per Clause No.8.10 of Section-I.	Confirmed/ Not confirmed	Page no.
40.	The bidder confirms that a copy of valid registration certificate under GST Rules has been submitted by him along with the bid. (<i>Refer BEC Clause No. B.2. 5(h) of Annexure-I) or</i>	Confirmed/ Not confirmed	Page no.
			Page no
41.	(OR) The bidder undertakes that of copy of requisite GST registration certificate will be submitted alongwith the first invoice under the contract. (Refer BEC Clause No. B.2.5(h) of Annexure-I)	Confirmed/ Not Confirmed	Page no.
42.	The bidder confirms that he has filled-in all the details asked in the bid-matrix and has submitted the same along with the bid duly signed.	Confirmed/ Not Confirmed	Page no Page no
43.	The bidder confirms to bear all Income Tax liability both corporate and personal tax.	Confirmed/ Not Confirmed	Page no Page no
44.	The bidder confirms acceptance of the conditions, related to Service Tax mentioned in tender documents.	Confirmed/ Not Confirmed	

I/We hereby confirm that if any information is found incorrect at a later date, then Supply order if placed on us is liable for cancellation without any compensation payable to us.

Signature of the Bidder_____

Name_____

:

:

<On Organization Letter Head> PROFILE OF THE TENDERER

Name of the Firm / Organization			:
Address	:		
Telephone No. / Mobile No. & Name of the Contact Person	:		
Fax No. :			
E-mail ID :			
Month and Year of establishment	:		
Name of proprietor / partners/director			
No. of years of experience in this field, with Reference, Certificates			
2019	<u>8-19 :</u> 9-20 : 0-21 :		
Whether the firm is an Income Tax Assessee? If so please give the details of PAN No. :			
GST Registration No.	:		
12. Name of the OEM and address (if applicable)	:		
		Signature of the Bidder	
		Name	

ANNEXURE-IV

<On Organization Letter Head>
TENDER ACCEPTANCE LETTER

Date:

To, The Director IUAC, New Delhi-67

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: IUAC/NIT/ Name of Tender / Work: -

Dear Sir,

I/ We have downloaded / read and examined the tender document(s) for the above mentioned Tender /Work from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

- 1) I / We hereby certify that I / we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc., which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
- 2) The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
- 3) I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
- 4) I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
- 5) I/We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy.

Yours Faithfully,

Signature of the Bidder_____

Name_____

ANNEXURE-V

<On Organization Letter Head> BID SECURING DECLARATION FORM TO BE SUBMITED BY MSME ONLY ON COMPANY LETTER HEAD

Fender/Bid No.:	Date:
То	
The Director	
Inter University Accelerator Centre (IUAC)	
New Delhi	
Dear Sir/Madam,	

We, the undersigned, solemnly declare that:

We understand that, according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration in lieu of Bid Security.

We unconditionally accept the condition of this Bid Securing Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender in IUAC for a period of two years from the date of opening of this bid if we breach our obligation under the tender conditions, if, we,

- withdraw/amend/impair/derogate, in any respect, from our bid, within the bid validity; or
- being notified within the bid validity of the acceptance of our bid by IUAC

(i) fail or refuse to sign the contract, or (ii) failed or refused to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the tender documents.

We know that this Bid Securing Declaration shall expire if the contract is not awarded to us, upon:

- receipt by us of your notification
 - of cancellation of the entire tender process or rejection of all bids or
 - of the name of successful bidder or
- Forty-five days after the expiration of the bid validity or nay extension to it.

Signed:

Name:

Datedon_____dayof _____

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

<On Organization Letter Head> DECLARATION BY THE BIDDER

(Affidavit on Non-Judicial Stamp Paper of Rs.10/- duly attested by Notary / Magistrate) This is to certify that We, M/s. ______, in submission of this offer confirm that:-

- i. Certified that I/ we have visited visited the site of work and seen the working conditions, approach road / path, availability of water, electricity and other relevant requirements connected with the work on ______ and assessed the nature and amount of work involved before submitting our offer. I we will be able to complete the work within stipulated time and to execute the works to suit the site condition.
- ii. I/we undertake that I/we visited the place for "Supply Installation Testing & Commissioning of 3X200 KVA, 3phase Double Conversion On Line Ups Systems in parallel (N+1 configuration) alongwith Post Warranty Comprehensive Annual Maintenance Contract (CAMC) for period of 10 years" at Inter-University Accelerator Centre (IUAC). No extra cost will be claimed by us later on for any difficulties/ modifications involved during execution of work as mentioned in the tender. I/we also understand that the work is related with already operational/functional Institute
- iii. We have neither concealed any information/document which may result in our disqualification nor made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
- iv. As on date, no Central / State Government Department/ Public Sector Undertaking or Enterprise of Central / State Government has banned/suspended business dealings with us.
- v. We have submitted all the supporting documents and furnished the relevant details as per prescribed format.
- vi. We have not failed to service the principal amount or interest or both of a loan account/credit limit from any Bank or Financial Institution during a period of one year prior to the deadline for submission of bids.
- vii. We understand that in case any information/document which may result in our disqualification is concealed by us or any statement/information/document furnished by us or to be furnished by us in connection with this offer, or issued by Bank/Agency/Third Party is subsequently found to be false or fraudulent or repudiated by the said Bank/Agency/Third Party, all future business dealings with us will be banned.

Signature of the Bidder_____

Name_____

<On Organization Letter Head> Performance Statement Statement of Supplies During Last Five Years and Outstanding Current Orders

(To be submitted as part of Technical bid) (on Company Letter-head) Tender Document No. Tend No./ xxxx; Tender Title: GOODS Bidder's Name_____ [Address and Contact Details] Bidder's Reference No.

Date.....

Note to Bidders: Fill up this Form your past performance highlighting their qualification to supply relevant Goods. Statements and Documents to the Performance Statement may be mentioned/ attached here. The list below is indicative only. You may attach more documents as required to showcase your past performance. Add additional details not covered elsewhere in your bid in this regard.

Order issued by	Order No. & Date	Qty ordered	Quantity supplied	Price at which	The total value of	Status as on date
			TT T	supplied	the order	

Signature of the Bidder_____

Name_____

<On Organization Letter Head> Bank Details for Payment Purpose

Electronic Payment mechanism (viz. NEFT/RTGS /ECS).

In all cases, except the cases involving payment through 'Letter of Credit' or payment in foreign currency, IUAC shall make payments only through Electronic Payment mechanism (viz. NEFT/RTGS /ECS).

Bidders should invariably provide the following particulars alongwith their offers:

Sl.No.	Description	Details to be filled by the bidder
1	Name & Complete Address of the Supplier / Contractor as per Bank records.	
2	Name & Complete Address of the Bank with Branch details.	
3	Type of Bank account (Current / Savings/ Cash Credit).	
4	Bank Account Number	
5	IFSC / NEFTCode (11 digit code) / MICR code, as applicable, alongwith a cancelled cheque leaf.	
6	Permanent Account Number (PAN) under Income Tax Act	
7	GST No and Service Tax Registration Number (for supply of Services), as applicable.	
8	e-mail address of the vendor / authorized official (for receiving the updates on status of payments)	
9	Confirmation as to whether the bidder belong to the category of Micro, Small and Medium Enterprises as defined in the "Micro, Small and Medium Enterprises Development Act, 2006 (MSMEDA)". If yes, specify the category of Micro, Small or Medium Enterprises and whether the enterprise is in manufacturing or service industry, alongwith valid documentary evidence.	

Certified that the particulars furnished above are correct as per our records.

Signature of the Bidder_____

Name_____

Annexure- IX

Format for Declaration by the Bidder for Code of Integrity & Conflict of Interest

No:

Date :....

To, The Director IUAC New Delhi

Sir,

It is certified that we are not associated, or have been associated in the past, directly or indirectly, with a firm or any of this affiliates which have engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of goods to be purchased under this Invitation of Bids/Tender.

The details of any previous transgressions of the code of integrity with any entity in any country during the last thee years or of being debarred by any other Procuring Entity are as under:

a b

c

We undertake that we shall be liable for any punitive action in case of transgression/contravention of this code.

Thanking you,

Yours sincerely,

Signature of the Bidder_____

Name_____

<On Organization Letter Head>

ANNEXURE-X

(For Works Contracts, including Turnkey contracts)

No._____

Dated:_____

CERTIFICATE

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries and hereby certify that this bidder is not from such a country and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

OR (whichever is applicable)

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries and hereby certify that this bidder is from ______(Name of Country) and has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I also certify that this bidder fulfils all the requirements in this regard and is eligible to be considered.

[Where applicable, evidence of valid registration by the Competent Authority shall be attached]

Signature of the Bidder_____

Name_____

ANNEXURE-XI

Performa of Bank Guarantee towards Performance Security.

PERFORMANCE GUARANTEE

Ref. No.

__Bank Guarantee No _____ Dated

To,

IUAC, New Delhi India

Dear Sirs,

In consideration of Inter University Accelerator Centre, incorporated under the Companies Act, 1. 1956, having its Office at Aruna Asaf Ali Marg, New Delhi -110067, India (hereinafter referred to as *IUAC*, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a contract No. dated (hereinafter called 'the Contract' which expression shall include all the amendments thereto) with M/s having its registered/head office (hereinafter referred to as the 'Contractor') which expression shall, unless repugnant to at the context or meaning thereof include all its successors, administrators, executors and assignees) and IUAC having agreed that the Contractor shall furnish to IUAC a performance guarantee for Indian Rupees for the faithful performance of the entire contract.

We (name of the bank) _____ registered under 2. the laws of _____having at _____(hereinafter referred to as "the Bank", which head/registered office expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of Indian Rs./- (in figures)_____[Indian Rupees/- (in words)____] without anv demur. reservation, contest or protest and/or without any reference to the Contractor. Any such demand made by IUAC on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by IUAC in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Contractor and shall remain valid, binding and operative against the bank.

- 3. The Bank also agrees that IUAC at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Contractor and notwithstanding any security or other guarantee that IUAC may have in relation to the Contractor's liabilities.
- 4. The Bank further agrees that IUAC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in IUAC against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of IUAC or any indulgence by IUAC to the said Contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
- 5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the contract and all dues of IUAC under or by virtue of this contract have been fully paid and its claim satisfied or discharged or till IUAC discharges this guarantee in writing, whichever is earlier.
- 6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of IUAC or that of the Contractor.
- 7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
- 8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase order has been placed.
- 9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs./ (in figures)______[Indian Rupees/- (in words)_____] and our guarantee shall remain in force until_____.(indicate the date of expiry of bank guarantee)
- Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of IUAC under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of IUAC under this Guarantee this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorised officer has set its hand and stamp on thisday of 20 at

WITNESS NO. 1

(Signature)	(Signature)	
Full name and official	Full name, designation and	
address (in legible letters)	address (in legible letters)	with Bank stamp

Attorney as per Power of

Attorney No.....

Dated

WITNESS NO. 2

.....

(Signature)

Full name and official

address (in legible letters)

INSTRUCTIONS FOR FURNISHING PERFORMANCE GUARANTEE

The Bank Guarantee by Indian Bidders will be given on non-judicial stamp paper as per stamp duty applicable at the place from where the purchase order has been placed. The non-judicial stamp paper should be either in name of the issuing bank or the contractor.

The expiry date as mentioned in clause 9 should be arrived at by adding 60 days to the contract completion date unless otherwise specified in the bidding documents/Purchase order.

The Bank Guarantee by Indian bidders will be given from Nationalised/Scheduled Banks only.

DATE :

<On Organization Letter Head> <u>STAGE/FINAL INSPECTION</u>

••••••

.....

NO.

ТО

In-charge, Electrical Group,

INTER UNIVERSITY ACCELERATOR CENTRE.

SUB: INTIMATION REGARDING READINESS OF MATERIALS FOR STAGE/FINAL INSPECTION.

REF: SUPPLY ORDER NO._____DATED _____

Sir,

Against subject supply order, the materials are ready for inspection as follows (strike out which is not applicable) :

i) Full Quantity as specified in the Supply Order.

ii) Materials ready only in part quantities

Item No.	Qty. Ordred	Qty. Ready

- iii) Materials are ready for Ist/IInd/Final Stage as per Quality Plan already approved.
- iv) Materials are ready after Ist Rework/IInd Rework in full quantity.

Our factory is closed on ______for weekly off.

Kindly arrange to inspect the materials accordingly.

On arrival, please contact Mr.	of our firm (Phone No), who
will coordinate the job of inspection.		

Yours faithfully,

(Signature with name and full address of supplier)

Copy for information to Order Placing Authority

ANNEXURE-XIII

<On Organization Letter Head>

DECLARATION OF LOCAL CONTENT

(To be given on Company Letter Head – For tender value below Rs.10 Crores) (To be given by Statutory Auditor/ Cost Auditor/ Cost Accountant/ CA for tender value above Rs.10 Crores)

To, The Director. Inter University Accelerator Centre Aruna Asaf Ali Marg New Delhi- 110 067

Subject: - Declaration of Local Content

Tender Reference No :_____ Name of Tender/ Work: _____ 1. Country of Origin of Goods being offered: _____ 2. We hereby declare that items offered has _____% local content 3. Details of the Location at which the Local Value Addition is made_____

4. Details of Local Content

"Local Content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of the imported content in the item (including all customs duties) as a proportion of the total value, in percent.

Bidders offering Imported products will fall under the category of Non-Local Suppliers. They cannot claim themselves as Class-I or Class –II Local Suppliers by claiming the services such as Transportation, Insurance, Installation, Commissioning, Training and After Sale Service Support like AMC/ CMC etc. as Local Value Addition.

"*False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law." Yours faithfully,

(Signature of the bidder, with Official Seal)

Note: Preference shall be given to local suppliers as per revised Public Procurement (Preference to Make in India), Order 2017, No. P-45021/2/2017-PP (B.E-II) dated 16.09.2020 issued by DPIIT, Ministry of Commerce and Industry, Govt. of India. (Submit duly filled Declaration of Local Content for the same). The Declaration once submitted in the Technical Bid will be final. Submission of Revised Declaration will NOT be accepted.

Annexure- XIV

CHECK-LIST FOR PRE-QUALIFICATION BID

Sl.	Documents asked for	Page number at which
No.		document is placed
1.	Tender Acceptance Letter	
2.	Bid Security Declaration	
3.	Profile of the bidder	
4.	Declaration by bidder (as per format prescribed in Annexure-VI) along with tender document.	
5.	Technical Specification/Scope of Work	
6.	Self-attested copy of the GSTIN & PAN card issued by the respective authorities.	
7.	Copies of work/supply orders as specified in the NIT along with satisfactory performance certificates from the concerned employers.	
8.	Annual turnover of last three financial years duly certified by the Statutory Auditors.	
9.	Declaration for Code of Integrity and Conflict of Interest	
10.	Site Visit Undertaking	
11.	Copy of MSME/NSIC Registration Certificate.	
12.	Declaration of Local Content	
13.	Manufacturers' authorization form	
14.	Any other documents, if required.	

LIST OF APPROVED MAKES

S. No.	Item	Makes
1.	TRUE On-line double conversion UPS for N+1 configuration	APC/ EMERSON NETWORK POWER / MG UPS/ CHLORIDE/ GUTOR/ GE/EATON/ SOCOMEC/ RIELLO PCI or Equivelent
2.	Battery	PANASONIC/AMARARAJA/CSB/EXIDE/ ROCKET/HBL or Equivelent
3.	Battery breaker (MCCB)	Siemens / Areva / ABB/ Schneider/C&S or Equivelent
4.	Battery cables (UNINYVIN)	Miracle cables /Havells/ Polycab/Finolex or Equivelent
5.	Copper flexible cables	Havells/ Polycab/Finolex or Equivelent

Signature of the Bidder_____

Name_____

ANNEXURE-XVI

MANUFACTURERS' AUTHORIZATION FORM *

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.]

Date : [insert date (as day, month and year) of Bid Submission]

Tender No. :[insert number from Invitation For Bids]

To :[insert complete name and address of Purchaser]

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at **[insert full address of Manufacturer's factories]**, do hereby **authorize** *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 11 of the General Terms and Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: [insert signature(s) of authorized representative(s) of the Manufacturer] Name:

[insert complete name(s) of authorized representative(s) of the Manufacturer] Title: [insert title] Duly authorized to sign this Authorization on behalf of: [insert complete name of Bidder]

Datedon_____dayof , _____[insert date of signing]

*(Not required in case the bidder itself is the manufacturer)

SCHEDULE OF QUANTITIES

NAME OF WORK: "Supply Installation Testing & Commissioning of 3X200 KVA, 3phase Double Conversion On Line Ups Systems in parallel (N+1 configuration) along with Post Warranty Comprehensive Annual Maintenance Contract (CAMC) for period of 10 years" at Inter-University Accelerator Centre (IUAC).

I. MATERIAL COST OF UPS TOWARDS SUPPLY OF UPS SYSTEM WITH ACCESSORIES

	Item Description	Quantity	Unit price (Rs.)	Total Price (Rs.)
1.1	Supply of 200 KVA capacity UPS in parallel load sharing (As per specifications & scope of work at Section-IV)			
1.2	Supply of UNINYVIN cable links of adequate cross sectional area and length for all 200 AH batteries in the bank including the cable links required from battery breaker to UPS			
1.3	Supply of MCCB in metal enclosure to be fitted on angle iron battery stand: 4 pole, 630 Amps, 50 kA with electronic release			
1.4	Supply of Remote control panel with emergency stop for 6 breakers.	1no.		
1.5	Supply of Battery stands	3nos.		
2. (i)	Ex- works Price	1		
(ii)	Freight + Packing & Forwarding Charges			
	TOTAL MATERIAL COST- I(A)			

II. COST OF SERVICES TOWARDS INSTALLATION, TESTING AND COMMISSIONING:

	Item Description	Qty	Unit price	Total Price
		(Nos.)	(Rs.)	(Rs.)
2.1	Installation, Testing and commissioning of 200 KVA capacity UPS in parallel load sharing (As per specifications & scope of work at Section-IV)	3Nos.		
2.2	Installation, Testing and commissioning of MCCB in metal enclosure to be fitted on angle iron battery stand: 4 pole, 630 Amps, 50 kA with electronic release	3Nos.		
2.3	Installation, Testing and commissioning of battery banks for 200KVA UPS with 15min backup (As per specifications & scope of work at Section-IV)	3Banks		
	FOTAL INSTALLATION COST- II(A)			

III. CREDIT FOR BUY BACK OF 200KVA, MHT-200 RIELLO UPS ON "AS-IS-WHERE-IS BASIS"

Sl. No	Item Description	Qty	Unit Price
			(Rs.)
3	Buy Back Value Ex- works Price (IUAC Site)		
3.1	Credit for buy back of 200KVA, MHT-200 RIELLO UPS bearing		
	Sr no. MA40UP459250001 on as is where is basis		
3.2	Credit for buy back of 200KVA, MHT-200 RIELLO UPS bearing		
	Sr no. MA40UP459250002 on as is where is basis		
3.3	Credit for buy back of 200KVA, MHT-200 RIELLO UPS bearing		
	Sr no. MA41UP460150001 on as is where is basis		
3.4	Credit for buy back of 200KVA, MHT-200 RIELLO UPS bearing		
	Sr no. MA40UP460150002 on as is where is basis		
	TOTAL Buy Back COST (CREDIT TO IUAC)-III(A)		

IV. COMPREHENSIVE CAMC CHARGES*:

Sl. No	Item Description	Qty	Unit rate (Rs)	Total (Rs.)
4	Comprehensive AMC Charges* for UPS system (without batteries)		(KS)	
4.1	Comprehensive AMC charges* for 1st year after warranty period	3Nos.		
4.2	Comprehensive AMC charges* for 2nd year after warranty period	3Nos.		
4.3	Comprehensive AMC charges* for 3rd year after warranty period	3Nos.		
4.4	Comprehensive AMC charges* for 4th year after warranty period	3Nos.		
4.5	Comprehensive AMC charges* for 5th year after warranty period	3Nos.		
4.6	Comprehensive AMC charges* for 6th year after warranty period	3Nos.		
4.7	Comprehensive AMC charges* for 7th year after warranty period	3Nos.		
4.8	Comprehensive AMC charges* for 8th year after warranty period	3Nos.		
4.9	Comprehensive AMC charges* for 9th year after warranty period	3Nos.		
4.10	Comprehensive AMC charges* for 10th year after warranty period	3Nos.		
	TOTAL COST FOR TEN (10) YEARS COMPREHENSIVE AMC- IV			

*CAMC charges are exclusive of applicable taxes. Taxes will be reimbursed at actual at the rates prevailing in that particular CAMC period on submission of necessary proof.

FINAL EVALUATED COST:

Sl.No.	Description		Amount
1	Total material cost- I	A	
2	Total cost of Installation - II	В	
3	Credit on account of buy back of UPS –III	С	
5	Total cost of CAMC - IV	D	
5	FINAL EVALUATED COST (A+B-C+D)		

NOTE:

- 1. It is confirmed that the above rates are exclusive of all taxes as applicable.
- 2. CAMC charges are exclusive of applicable taxes. Taxes will be reimbursed at actual at the rates prevailing in that particular CAMC period on submission of necessary proof.
- 3. **GST:** as applicable
- 4. Statutory charges, if any, must be specifically indicated by the bidder.
- 5. No separate discount is to be mentioned. Discount, if any, shall be merged in the prices.
- 6. IUAC will not raise any GST bill/invoice towards the Buy back of UPS. Bidder has to consider this while quoting amount against credit towards Buy Back. (III).
- 7. Final evaluated cost will be considered for price comparison among the participating bids only. Every bidder has to mandatorily quote all BOQs

Signature of the Bidder_____ Name_____