

अम्बेडकर विश्वविद्यालय दिल्ली



Ambedkar University Delhi

No. AUD/1-10 (168)/2016-17/ UPS /

Dated : 18 April 2016

To,

Subject: Notice Inviting Tender for supply and installation of UPS Battery to Ambedkar University Delhi on rate contract basis

The Ambedkar University Delhi (AUD) invites sealed quotations from suppliers having proven track record in supplying UPS Battery and repair of UPS systems, for supply and installation of UPS Battery on rate contract basis. Technical & Financial bids are required to be submitted in **separate sealed covers** addressed to the Registrar, Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi-110006 so as to reach us on or before 09-05-2016 up to 3.00 pm, duly super scribing the work i.e. **“Technical Bid for supply and installation of UPS Battery on rate contract basis”** and **“Financial Bid for supply and installation of UPS Battery on rate contract basis”** on top of the cover.

Bidders should read the tender document carefully as enclosed and comply strictly with the conditions, while sending their bids. Clarifications, if any, may be sought from the AUD Admin Division on Telephone No 23863655. Tender format can be downloaded from our website 'www.aud.ac.in'.

Deputy Registrar (Admin)

Copy forwarded to :

- 1- Registrar, Ambedkar University Delhi
- 2- Controller of Finance, Ambedkar University Delhi
- 3- Director (IT Services), Ambedkar University Delhi

AMBEDKAR UNIVERSITY DELHI

TENDER DOCUMENT FOR SUPPLY AND INSTALLATION OF UPS BATTERY AT AMBEDKAR UNIVERSITY DELHI ON RATE CONTRACT BASIS

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|----|------------|---|-------------------------|
| 1. | Appendix A | : | Schedule of Requirement |
| 2. | Appendix B | : | Technical Bid Form |
| 3. | Appendix C | : | Financial Bid Form |
| 4. | Appendix D | : | Undertaking |
| 5. | Appendix E | : | Contract Agreement |

**Ambedkar University Delhi
Lothian Road, Kashmere Gate
Delhi – 110 006**

SUPPLY AND INSTALLATION OF UPS BATTERY AT AMBEDKAR UNIVERSITY DELHI
ON RATE CONTRACT BASIS

1. Parties:

The parties to the Contract are the Tendering Firm and Ambedkar University Delhi (AUD).

2. Scope of Work

Supply and installation of UPS Battery on rate contract basis at AUD as described in Appendix A.

3. Preparation and Submission of Tender:

(a) Tender shall be submitted in official tender form only. If submitted in any other form, the same shall be summarily rejected.

(b) The tender should be submitted in two parts viz. Technical Bid and Financial Bid in the proforma given in Appendix B and Appendix C respectively with each bid kept in a separate sealed cover.

(c) Each cover must contain the address of the Bidder, and should be superscribed with the statement "**Technical Bid for Supply and installation of UPS Battery on rate contract basis**" and "**Financial Bid for Supply and installation of UPS Battery on rate contract basis**", as the case may be.

(d) These two covers should then be **kept in another sealed cover** addressed to Registrar, Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi-110006, duly superscribed "**Tender for Supply and installation of UPS Battery on rate contract basis**".

(e) The tender will be submitted **before 3:00 PM on 09-05-2016**. The Technical bid will be opened at 3:30 PM on 09-05-2016 in the presence of intending bidders, if any. The Financial bid will be opened after evaluation of the technical bids and only such bidders, whose bids qualify in technical evaluation, shall be called for opening of their Financial bids.

(f) Any tender form with any correction, amendments, overwriting etc. shall be considered invalid and shall be rejected, except if duly initialed with seal of the bidder.

(g) The tender is liable to be ignored if complete information is not given there-in, or if the particulars and data (if any) asked for in the schedule to the tender are not filled in.

(h) Before submitting the offer, vendors are advised to visit the AUD IT Services (Tele No. 23865083), AUD Kashmere Gate campus, where the UPS systems, which require

supply and installation of the Batteries have been kept, after taking prior approval between 10 am to 5 pm on all working days. AUD will not be responsible for unawareness of facts.

4. Technical Bid :

- (a) The Technical bid, having details of the Firm along with the EMD, should be submitted in the form given in Appendix B.
- (b) Copies of necessary certificates will be enclosed with the Technical bid.
- (c) The vendor should also submit an undertaking as given in Appendix D with the Technical bid.
- (d) The Technical Bid must be accompanied by Earnest Money Deposit of Rs 3,000/- submitted in the form of Demand Draft/ Banker's Cheque.

5. Financial Bid:

- (a) The Financial Bid should be submitted in the form given in Appendix C.
- (b) The consolidated price quoted shall be firm and final and payable for the goods delivered and installed. The rates will be considered only with the buyback offer for the unserviceable Battery, which may be of a different brand than the one purchased.
- (c) The quoted rates shall include all taxes, duties, VAT etc. as applicable and no extra shall be payable on this account, item wise, wherever applicable.
- (d) TDS as per rule shall be deducted. The bidder must enclose copy of PAN No supported by copy of PAN Card of the company.
- (e) The rates will be valid for a period of one year, computed from the date of award of contract.
- (f) Rates and amount should be written in figure and words cleanly for each item.
- (g) If there is any downward revision or decreasing in prices or taxes, the firm will intimate AUD regarding change in prices and pass on the benefit to the University, failing which the rate contract may be cancelled.

6. Validity:

The bids shall be valid for a period of 3 (three) months from the date of opening of the tender, subject to 5 (e) above.

7. Criterion for Evaluation of Tenders:

- (a) The evaluation of the tenders will be made first on the basis of technical information furnished in form given in Appendix B, which is an eliminatory round, and then on the basis of commercial information furnished in form given in Appendix C, for each item. Any inferences drawn by the bidders or their representatives during the opening of the technical bid will be their own view and AUD will not be responsible / required to abide by the same.
- (b) As a part of the process to evaluate the technical bids, the Tender Evaluation Committee may invite the bidders to make a presentation before it. Bidder may also be asked to produce a sample of each item for inspection at the time of evaluation of bids.

8. Right of Acceptance and Other Provisions:

- (a) The acceptance of the tender rests with AUD. The university is not bound to accept the lowest tender bid and reserves the right to accept or reject any or all the bids without assigning any reasons thereof. AUD also reserves the right to modify and/ or relax, any terms & conditions of this tender document to safeguard its interest.
- (b) All the items, for which financial bids are submitted, **should be genuine and of the specified branded company**. If the material supplied and installed is found to be of substandard quality, the same will be returned/ replaced at the cost of the vendor and the AUD will not be responsible for any loss to the concerned vendor for such supply.
- (c) The bidders will be bound by the details furnished by him / her to the AUD, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him / her is found to be fictitious at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.
- (d) AUD reserves the right to black list a defaulting vendor.
- (e) Any inquiry after submission of the tender will not be entertained.
- (f) Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvas for the purchase order will prejudice the Firm's quotation.
- (g) AUD reserves the right to cancel the tender process without assigning any reason whatsoever, at any stage.
- (h) The quantities of items have not been specified in the tender document, as the purchase shall be staggered depending upon the requirement.
- (i) The tender document is valid for a period of six months from the date of issue. If Supply order is not issued within this period, the process will have to start afresh.

9. Time Schedule for Completing of Work:

The supply and installation must be completed within 21 (twenty one) days from date of issue of the supply order. AUD will impose penalty as per terms and condition of this tender document, in the case of delay in completion of supply.

10. Warranty:

(a) The vendor **will provide manufacturer's warranty**, from the date of completion of supply and installation of the items.

(b) If the vendor, having been notified, fails to respond to take action to replace the defect(s) within 72 hours, AUD may proceed to take such remedial action(s) as deemed fit by it, at the risk and expense of the vendor and without prejudice to other contractual rights and remedies, which the purchaser may have against the vendor, including forfeiture of the performance security/ bank guarantee.

11. Delay in the Vendor's Performance:

(a) The vendor shall deliver and install the UPS Batteries at Ambedkar University Delhi. The time and the date schedule of delivery of the items mentioned in the tender shall be deemed to be of the essence of the contract and the delivery must be completed no later than the date (s) as specified in the contract / supply order.

(b) Subject to the provisions of the tender, any delay by the vendor in maintaining its contractual obligations towards delivery of the equipment and performance of services shall render the vendor liable to any or all of the following sanctions:

- i) Imposition of liquidated damages,
- ii) Forfeiture of its performance security and
- iii) Termination of the contract for default.
- iv) Blacklisting the vendor.

12. Penalty: In the event of the firm failing to:

- (i) Observe or perform any of the conditions of the work/ supply order as set out herein; or
- (ii) Execute the order in good condition to the satisfaction of AUD or by the time fixed by AUD; or
- (iii) Supply and install original UPS Battery.

(a) It shall be lawful for AUD, in its discretion, in the former event to remove or withhold any part of the order, until such times as it may be satisfied that Firm is able to do and will duly observe the said conditions and in the latter event to reject or remove as the case may require any order executed otherwise than in a good condition and to the satisfaction of

AUD and by the time fixed by it and in both or either of the events aforesaid to make such arrangements as it may think fit for the execution of the order so removed or order in lieu of that so rejected or removed as aforesaid on account and at the risk of the Firm.

(b) Provided further that if in either event any excess cost be incurred by reason of the difference between the prices paid and the accepted rates, AUD may charge the amount of such excess cost to the Firm and the same may at any time thereafter be deducted from any amount that may become due to the Firm under this or any other contract, or maybe demanded of him to be paid within fourteen days to the credit of the AUD.

(c) In the event of discovery of any error or defect due to the fault of the Firm/ vendor at any time after the delivery of goods ordered, the Firm/ vendor shall be bound, if called upon to do so, to rectify such error or defect at his own cost to the satisfaction of and within the time fixed by AUD. In the event of the delivery of any defective work, which owing to urgency or for any other reason cannot be wholly rejected, AUD shall have the power to deduct from any payment due to the Firm such sum as it may deem expedient.

(d) If the vendor fails to deliver any or all of the items or fails to perform the services within the time frame(s) incorporated in the contract, AUD shall, **without prejudice to other rights and remedies available to the Purchaser/ Consignee under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 2.5% per week of delay or part thereof on delayed supply and installation of equipment/ replacement parts and/ or services until actual delivery or performance, subject to a maximum of 10% of the contract price.** Once the maximum liquidated damages/ or a period of 28 days, whichever is earlier, are reached, AUD may consider termination of the contract.

(e) In the event of supply being wholly rejected, AUD may at its discretion may either:

(i) Permit the Firm/vendor to re-do the same within such time as it may specify at Firm's own cost of all sorts i.e. materials, labour, equipments, overheads, transportation etc;

or

(ii) Arrange to get the additional supply obtained/ work done elsewhere and by any other person or from any other source than the Firm/vendor in which case the amount of extra cost, if any, shall be recovered from the contractor in the manner provided in sub-clause(b) of this clause.

13. **Statutory Obligations:**

(a) All statutory obligations under various laws from time to time shall be borne by vendor for which no extra payment shall be made at any time during the contractual period.

(b) The vendor shall at all times indemnify and keep indemnified the owner and its officers, employees, agents and students from and against all third party claims whatsoever (including time and shall not be limited to property loss and damages, personal accidents, injury or death of persons or servants or agents of any vendor/sub- vendor(s) and the vendor shall at his own cost and initiative at all time, maintain all liabilities under Workman's Compensation Act, Fatal Accident Act, Personal Injuries, Insurance Act and/or any other relevant Industrial Legislation, which is in force from time to time).

14. Breach of Terms and Conditions:

AUD may terminate the contract without any notice in case the vendor commits a breach of any of the terms of the contract. AUD's decision that a breach has occurred will be final and shall be accepted without demur by the vendor.

15. Subletting of Work:

The vendor shall not assign or sublet the work or any part of it to any other person or party.

16. Right to Call upon Information Regarding Status of work:

AUD has the right to call upon information regarding status of supply and installation of the items at any point of time.

17. Terms of Payment:

(a) Items are to be supplied and installed by the bidder at AUD Kashmere Gate campus on specified address.

(b) Payment shall be made through NEFT transfer only and TDS as applicable will be deducted, after satisfactory supply, installation and commissioning of the said items.

(c) AUD shall be at liberty to withhold any of the payments in full or in part subject to recovery of taxes including TDS as applicable and recovery of penalties mentioned in preceding para.

18. Eligibility conditions:

(a) The suppliers, who have an annual turnover of more than Rs. 5,00,000 (Rupees five lakh only) during last three years (2012-13, 2013-14 and 2014-15) shall only be eligible.

(b) The supplier Firm should be located in Delhi NCR.

(c) The bidder should have successfully executed at least three supply orders of similar nature to Central/ State Government Departments/ organizations/ reputed educational

institutions in the last three years. Copies of these supply orders should be attached with the Technical Bid.

(d) The Bidder should have PAN No., TIN No. and VAT No. and should submit legible attested copies of PAN No., TIN No. and VAT No. with Technical Bid. Technical Bid not accompanied by these documents would be summarily rejected.

19. Earnest Money Deposit (EMD):

(a) The Technical Bid must be accompanied by Earnest Money Deposit of Rs 3,000/- submitted in the form of Demand Draft/ Banker's Cheque drawn on any Scheduled Bank in favour of "Registrar, Ambedkar University Delhi" payable at Delhi.

(b) Earnest Money is required to protect the purchaser against the risk of the bidder's conduct, which would warrant the forfeiture of the EMD. Earnest money of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of AUD.

(c) The successful bidder's EMD will be forfeited without prejudice to other rights of AUD, if it fails to furnish the required performance security within the specified period.

(d) No interest will accrue on the EMD/ performance security deposit.

20. Performance Security:

(a) Performance Security Deposit (PSD) of Rs 5,000/- will have to be deposited within 15 days on receipt of notification of award of contract to ensure due performance of the contract.

(b) PSD shall be in the form of Demand Draft/ Bank Guarantee payable to Registrar, Ambedkar University Delhi.

(c) In case the Performance Security is submitted in the form of Bank Guarantee, the same should be valid for a period of 2 (two) months beyond the date of expiry of the contract. EMD will be refunded to the successful bidder on receipt of performance security.

(d) PSD will be released after all contractual obligations by the supplier are over. This can be withheld or forfeited in full or in part in case the supply order is not executed satisfactorily within the stipulated period. AUD reserves the right to ask for performance guarantee extension if contractual obligations are not fulfilled.

21. Agreement

The successful bidder shall sign the agreement given at Appendix E on a stamp paper of the appropriate denomination and submit the same to the Registrar, Ambedkar University Delhi within 15 days of the receipt of notification of award of contract.

22. Force Majeure:

(a) For purposes of this clause, Force Majeure means an event beyond the control of the vendor and not involving the vendor's fault or negligence and which is not foreseeable.

(b) Such events may include, but are not restricted to, acts of the vendor either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.

(c) If a Force Majeure situation arises, the vendor shall promptly notify AUD in writing of such conditions and the cause thereof within fourteen days of occurrence of such event. Unless otherwise directed by AUD in writing, the vendor shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

23. Arbitration:

(a) If dispute or difference of any kind shall arise between the AUD and the vendor in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

(b) If the parties fail to resolve their dispute or difference by such mutual consultation, the same shall be referred to the sole arbitrator, to be appointed by the Vice Chancellor, AUD at Delhi as per the provisions of the Indian arbitration and Conciliation Act, 1996 and the rules framed there under. His/ Her decision will be final & binding on both the parties. The venue of arbitration shall be Delhi, India.

(c) All legal disputes shall be subject to the jurisdiction of Delhi courts only.

Details of UPS Batteries to be included in Rate Contract

S.No.	Nomenclature	Remarks
1	12 V 26 AH SMF Battery Exide make	
2	12 V 26 AH SMF Battery Amaron make	
3	12 V 7 AH SMF Battery Exide make	
4	12 V 7/ 7.2 AH SMF Battery Amaron make	

Technical Bid

The technical bid shall contain following information in a sealed cover super scribed "Technical Bid for supply and installation of UPS Battery on rate contract basis". It shall consist of the following documents/ information:

1. Name & Postal address of Vendor:

Telephones Nos.:

E-mail:

Fax Nos.

Mobile Nos:

2. Name & address of Owners/ Partners/ Directors :

3. If Registered, Regn No with validity of registration with appropriate authority (Attach Copy of Certificate):

4. TIN/ Sales/ Service Tax Regn No. (Attach Copy of Certificate):

5. PAN No. (Attach Copy of Certificate):

6. Details of the turnover for the last three financial years (indicate year-wise and attach audited document) :

(a) FY 2012-13 -

(b) FY 2013-14 -

(c) FY 2014-15 -

7. Attach Work order/ Certificate in support of experience for having undertaken Supply and installation of furniture items in the last three years (at least one proof for each year).

8. List of 3 reputed clients, with at least one client belonging to GOI/ State Govt. Dept./ PSU/ reputed educational institutions with telephone No.:

(a) Client 1 -

(b) Client 2 -

(c) Client 3 -

9. Has your organization been placed in defaulter category by any Govt. Department/ PSU/ Reputed Educational Institution? If not, please submit a self attested certificate to this effect.

10. Are you related in any way with any staff member of the AUD : Yes/ No.

11. Details of clients with name, complete address and contact person with telephone number where the Vendor has done supply and installation of furniture items in Delhi.

- (a) Client 1 -
- (b) Client 2 -
- (c) Client 3 -

12. Details of Earnest Money Deposit (DD No.):

13. The tender document should be **duly signed on each page**.

Signature of the Proprietor/ Authorized Signatory

Rubber Seal indicating complete address

Place :

Date :

Appendix C

Financial Bid

I/We.....
.....of hereby agree, subject to acceptance of this tender by AUD, to supply and install UPS Battery on rate contract basis in accordance with the specifications, terms and conditions of the contract as stated in the tender document at the rates and prices given below:

S.N o.	UPS Battery Model	Rate per item (Rs.)	Taxes and Duties (Rs.), if any	Installation Charges per Battery (Rs.)	Rate per Battery (Rs.) (3+4+5)	Buyback Cost of Unserviceable Battery (Rs.)	Net Cost of each Battery (6-7) (Rs.)
1	2	3	4	5	6	7	8
1	12 V 26 AH SMF Battery Exide make						
2	12 V 26 AH SMF Battery Amaron make						
3	12 V 7 AH SMF Battery Exide make						
4	12 V 7/ 7.2 AH SMF Battery Amaron make						

Details of other items/other accessories offered.....

Note : The quoted rates shall include all taxes, duties, VAT, insurance, custom duty etc. as applicable and no extra shall be payable on this account. Vague offers such as custom duty extra, cartage extra, tax extra etc shall not be accepted. Any extra taxes, duties, levies not written in the above table but written separately at any other place in the bid document shall not be considered and the bidder shall have to bear it.

Signature :

Name & Designation :

Name of the Firm/ Agency :

Seal of bidder :

Date :

UNDERTAKING

It is certified that I/ my Firm/ Agency/ Company has never been **black listed** by any of the Departments/ Autonomous Institutions/ Reputed Educational Institution/ Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government and no criminal case is pending against the said firm/ agency as on _____.

Signature of the Bidder _____
Name of the Signatory _____
Name of the Firm/Agency _____
Seal of the Firm/Agency _____

Place:
Date: _____

Agreement to be signed for Rate Contract

<Stamp paper of requisite amount>

Rate contract for supply and installation of UPS Battery

This agreement is made on _____ 2016 between the Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi-110006 hereinafter referred to as "AUD", and M/s _____, a registered company with registered office at _____, hereinafter referred to as "Contractor",

and both the parties as mentioned above set forth and agree to abide by the following terms of this agreement.

WHEREAS the contractor has tendered for providing Rate contract for supply and installation of UPS Battery to the AUD as per the terms and conditions mentioned in the tender document. Whereas such tender has been accepted and the contractor has deposited with the Tendering Authority the sum of Rs. _____ (Rupees _____ only) as performance security for the fulfillment of this Agreement.

NOW IT IS HEREBY AGREED between the parties hereto as follows:

1. The contractor has accepted the contract on the terms and conditions set out in the tender notice No. _____ dated _____, which shall hold good during period of this agreement.
2. Upon breach by the contractor of any of the conditions of the agreement, the Tendering Authority may issue a notice in writing, determine and put an end to this agreement without prejudice to the right of the AUD to claim damages for antecedent breaches thereof on the part of the contractor and also to reasonable compensation for the loss occasioned by the failure of the contractor to fulfill the agreement as certified in writing by the Tendering Authority which certificate shall be conclusive evidence of the amount of such compensation payable by the contractor to the AUD.
3. Upon the determination of this agreement whether by effluxion of time or otherwise, the said deposit shall after the expiration of two months from the date of such determination be returned to the contractor but without interest and after deducting

there from any sum due by the contractor to the Government under the terms and conditions of this agreement.

4. This agreement shall remain in force until the expiry of 12 months from the date of entering into the contract but the Tendering Authority may cancel the contract at any time upon giving one month's notice in writing without compensating the contractor.

5. The Tendering Authority may give notices in connection with the contract. In consideration of the payments to be made by the AUD to the contractor as hereinafter mentioned the contractor hereby covenants with the AUD to provide the Services and to remedy defects therein conformity in all respects with the provisions of the Contract.

6. The Tendering Authority hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

7. If subject to circumstances beyond control (Force Majeure) the contract fails to deliver the services in accordance with the conditions mentioned in the tender, the Tendering Authority shall be entitled to render services from else other organization after giving due notice to the Contractor on the amount and at the risk of the Contractor without canceling the contract in respect of the consignment not yet due for delivery, or to cancel the contract.

8. In the event of action to be taken, the contractor shall be liable for any losses, which the Tendering Authority, may sustain on that account. The recovery by way of penalty shall be made by deducting the amount from the bills be made good by a credit note within the stipulated period for the purpose.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the hands of duly authorized representatives on the day, month and year first before written.

Signed:

For and on behalf of
Ambedkar University Delhi

Authorised Signatory

For and on behalf of

M/s _____

Authorised Signatory

Witness 1 _____

Witness 2 _____

Witness 1 _____

Witness 2 _____