

No.: CEA/PCE-I/IT/PLAN/UITI/2015/461 DATE: 08.10.2015

**e-Tender
for Supply and Installation of
Line Interactive UPS
in
Central Electricity Authority
New Delhi**

Checklist for Bid Submission
(The following check-list must be filled in and submitted with the bid documents)

Technical Bid

Sl. No.	Particulars	Yes/ No
1.	Have you uploaded Tender Acceptance Form as per <i>Annexure-II</i> ?	
2.	Have you uploaded Prequalification Documents as per <i>Annexure-III</i> and the <i>Annexure-III</i> as well?	
3.	Have you uploaded Bidder Information as per <i>Annexure-IV</i> ?	
4.	Have you uploaded a copy of the Power of Attorney from the Bidder in respect of Authorized Signatory for the Bid?	
5.	Have you uploaded compliance sheet for specification as per <i>Annexure-V</i> ?	
6.	Have you uploaded the List of Deviations as per <i>Annexure-VII</i> ?	
7.	Have you uploaded the Details of Service Centre as per <i>Annexure-VIII</i> ?	
8.	Have you uploaded details of Supply, Turnover & Profit as per <i>Annexure-IX</i> ?	
9.	Have you uploaded the Undertaking for Technical Bid as per <i>Annexure-XII</i> ?	
10.	Have you uploaded Authorization Letter from OEM (in case of authorized representative of OEM) as per <i>Annexure-XIV</i> ?	
11.	Have you uploaded the copies of TIN/PAN/Service Tax certificate?	
12.	Have you uploaded the scanned copy of Bid Security or relevant document for Bid Security waiver?	
13.	Have you uploaded the scanned copy of Bid Document Fee or relevant document for Bid Document Fee waiver?	
<u>Priced Bid:</u>		
1.	Have you uploaded the Price Bid as per BoQ_xxxx?	

Signature & Seal of Bidder

NOTICE INVITING TENDER (NIT)

Online Bids are invited from eligible bidders for supply & installation of **Line Interactive – Uninterrupted Power Supply (UPS)** in Central Electricity Authority, New Delhi.

IMPORTANT INFORMATION

Tender Publishing, Document download start Date & Time	08.10.2015, 1:00 PM
Bid Documents to be downloaded from	http://eprocure.gov.in/eprocure/app
Bid Submission Start Date & Time	08.10.2015, 1:30 PM
Clarification closing Date & Time	27.10.2015, 5:00 PM
Bid Submission Closing Date & Time	03.11.2015, 11:00 AM
Technical Bid Opening Date and Time	03.11.2015, 11:30 AM
Contact Details	Director (IT) Central Electricity Authority Sewa Bhawan, R. K. Puram, Sector-1, New Delhi – 110066. Phone: 011-26732361/26732322 Email: itcea@nic.in Website: www.cea.nic.in

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1 PART-I: BID SCOPE & REQUIREMENTS

1.1 SCOPE OF WORK

1.1.1 Supply & Installation of Line Interactive - Uninterrupted Power Supply (UPS) of specified configuration as mentioned at *Annexure-I*, at CEA offices located at R. K. Puram and Katwaria Sarai, New Delhi.

1.1.2 The quantity required for procurement is as given below:

Item for Procurement	Quantity	Specifications
Line Interactive UPS	500	As per <i>Annexure-I</i>

1.1.3 Providing comprehensive onsite service & support for a period of **five (5) years on UPS and two (2) years on the Battery** from the date of installation.

1.2 PRE-QUALIFICATION REQUIREMENTS

1.2.1 This invitation of Bids is open to all Bidders fulfilling following terms and conditions:

1.2.1.1 Bidder shall be an Original Equipment Manufacturer (OEM) having registered office/establishment in India or its Authorized Representative in India. In case of Authorized Representative, letter of authorization (*ink-signed*), as per *Annexure-XIV*, for participating in this Bid from OEM shall be submitted.

1.2.1.2 The Bidder is engaged in Supply of UPS in India at least for last five years reckoned from the last date of submission of the bid. The details of supply shall be submitted as per *Annexure-III & IX*.

1.2.1.3 The Bidder shall have a minimum annual turnover in India of ₹5 Crores, in case of bidder being OEM and ₹50 Lakhs, in case of bidder being authorized representative from sales in each of last three financial years i.e. 2014-15, 2013-14 and 2012-13. The details of turnover shall be submitted as per *Annexure-III & IX*.

1.2.1.4 Bidder shall have made net profit after tax in each of the previous three financial years i.e. 2014-15, 2013-14 and 2012-13. The details of profit shall be submitted as per *Annexure-III & IX*.

1.2.1.5 The Bidder shall have successfully executed similar work (means supply & installation of online/line interactive UPS), as per criterion given below, in Government Organization (s)/Public Sector Undertaking (s) (PSUs) during the last two (2) years reckoned from the last date of submission of bid:

a. One similar Work costing not less than ₹20 Lakhs.

or

b. Two similar Work costing not less than ₹15 Lakhs each.

or

c. Three similar Work costing not less than ₹10 Lakhs each.

The details of similar work shall be submitted as per *Annexure-III & IX*.

1.2.1.6 The Bidder has not been blacklisted by any of the Government Organization (s)/Public Sector Undertaking (s) (PSUs).

1.2.1.7 The Bidder shall have a valid TIN/PAN/Service Tax Number.

1.2.2 Either the OEM itself or its authorized representative shall bid but both shall not bid. In case OEM as well as authorized representative both submit the bids, then the Bid by OEM only shall be considered and the Bid by the authorized representative shall be rejected.

1.2.3 In case an authorized representative submits the Bid for a particular OEM, then it cannot Bid as an authorized representative of another OEM. In such a case, both the Bids shall be rejected.

1.2.4 Bidder must comply with all the above mentioned criteria as mentioned at clause 1.2.1 to 1.2.3. Non-compliance of any of the criteria shall result in rejection of the bid. Self-attested scanned copies of relevant documents/certificates shall be submitted as proof in support of the claims made for each of the above mentioned criteria. The Purchaser reserves the right to verify/evaluate the claims made by the bidder independently. Any hiding/ mis-representation of facts shall result in rejection of the bid and forfeiture of Bid Security.

1.3 TECHNICAL REQUIREMENTS

1.3.1 Technical Specification for the Items

- 1.3.1.1 The Bidder shall supply the UPS as per technical specification mentioned in *Annexure-I*.

1.3.2 Technical Specification for Service

- 1.3.2.1 The Bid shall include comprehensive onsite warranty of five years on UPS and two years on the Battery from the date of installation of the equipment.
- 1.3.2.2 Warranty Certificate (*ink-signed*) confirming five years onsite warranty on UPS and two years on the Battery from OEM of the UPS on its official letter-head.
- 1.3.2.3 The bidder shall be capable of providing onsite service support to Purchaser's offices in Delhi as per the requirement of the purchaser.
- 1.3.2.4 Bidder shall be responsible for satisfactory onsite service during the warranty period. The onsite service may be provided by the Bidder/OEM/Any Service Provider authorized by OEM (hereinafter called as ASP). Deficiency in service shall be treated as breach of contract and the Purchaser reserves the right to take action as per the contract including encashment of the Performance Security.
- 1.3.2.5 The onsite service during warranty period shall include onsite diagnostic support for identification of defects and resolution of the same within the stipulated time.
- 1.3.2.6 The Bidder/OEM/ASP shall have Service Centre and Spare Warehouse in Delhi/NCR. Details shall be provided as per *Annexure-VIII*.
- 1.3.2.7 During the warranty period, Bidder/OEM/ASP shall maintain the equipment and repair/replace all the defective components at the installed site, at no additional cost to the Purchaser.
- 1.3.2.8 For service during the warranty, onsite attending time in any case shall not be beyond 24 hours (one working day) from the time of registration of complaint and resolution of the same shall be ensured within 24 hours (one working day) from the time of onsite attending.

2 PART-II: BID PREPARATION & SUBMISSION

2.1 BIDDING PROCESS

- 2.1.1 The Bidder shall submit the bids electronically, through the e-procurement system (<http://eprocure.gov.in/eprocure/app>). **Any document submitted through any other means will not be considered as part of the Bid except for the Originals as asked for in this tender.**
- 2.1.2 This tender shall follow a two-stage bidding process. A bid shall be submitted in two parts, Technical Bid and Price Bid.
- 2.1.3 In the first stage, only Technical Bid will be opened online and evaluated.
- 2.1.4 The Bid shall be considered responsive provided it meets all the requirements under this bidding document including Technical Specifications as per *Annexure-I*.
- 2.1.5 Under the second stage, the Price Bid of only those bidders, whose Bids are found responsive, will be opened. Date of opening of Price Bid would be notified separately.

2.2 INSTRUCTION FOR ONLINE BIDDING PROCESS

- 2.2.1 The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. 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.
- 2.2.2 More information useful for submitting online bids on the CPP Portal may be obtained at: <http://eprocure.gov.in/eprocure/app>.

2.2.3 REGISTRATION

- 2.2.3.1 Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <http://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
- 2.2.3.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 2.2.3.3 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.
- 2.2.3.4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

- 2.2.3.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 2.2.3.6 Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

2.2.4 **SEARCHING FOR TENDER DOCUMENTS**

- 2.2.4.1 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.
- 2.2.4.2 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.
- 2.2.4.3 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 Helpdesk.

2.2.5 **PREPARATION OF BIDS**

- 2.2.5.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2.2.5.2 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.
- 2.2.5.3 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 / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 2.2.5.4 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.

2.2.6 SUBMISSION OF BIDS

- 2.2.6.1 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.
- 2.2.6.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 2.2.6.3 Bidder has to select the payment option as “offline” to pay the tender fee / BID SECURITY as applicable and enter details of the instrument.
- 2.2.6.4 Bidder should prepare the BID SECURITY as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 2.2.6.5 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 filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 2.2.6.6 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.

- 2.2.6.7 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.
- 2.2.6.8 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 2.2.6.9 Upon the successful and timely submission of bids (i.e., 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.
- 2.2.6.10 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

2.2.7 ASSISTANCE TO BIDDERS

- 2.2.7.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Purchaser for a tender or the relevant contact person indicated in the tender.
- 2.2.7.2 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 Helpdesk 1800 3070 2232.

2.3 BIDDING DOCUMENT

- 2.3.1 The Bidder is expected to examine all instructions, forms, terms and conditions prequalification and technical requirements in the bidding documents. Failure to furnish any information required in the bid shall be treated as non-responsive and may result in the rejection of the bid.

2.4 BID DOCUMENT FEE

- 2.4.1 The Bid document can be downloaded from the Central Public Procurement (CPP) Portal without any charges. However, an amount of **₹500 (Rupees Five Hundred Only) (non-refundable)** in form of a demand draft issued by a Nationalized/scheduled bank favoring DDO, CEA, payable at New Delhi is to be submitted before the deadline for the submission of the bids.
- 2.4.2 In case the Bidder claims for waiver of Bid Document Fee, the Bidder shall provide documentary proof in this respect valid till the Bid Validity period.

2.4.3 The scanned copy of the demand draft / Documentary Proof for waiver of the Bid Document Fee, shall be uploaded at the time of Bid submission. The original demand draft / Documentary Proof for waiver of the Bid Document Fee shall be submitted to the Purchaser before the deadline for the submission of the bids, failing which the bid shall summarily be rejected and the Technical Bid shall not be opened.

2.5 BID VALIDITY PERIOD

2.5.1 The bid shall remain valid for a period of at least **180 days** from the last date of submission of bid.

2.6 TECHNICAL BID

2.6.1 The Technical Bid shall be complete in all respects and contain all information asked for in this document.

2.6.2 The Technical Bid shall comprise of the following:

- 2.6.2.1 Signed & scanned copy of Checklist for Bid Submission.
- 2.6.2.2 Signed & scanned copy of Tender Acceptance Form as per *Annexure-II*.
- 2.6.2.3 Signed & scanned copy of Bidder Information as per *Annexure-IV*.
- 2.6.2.4 Signed & scanned copy of Compliance Sheet for Specifications as per *Annexure -V*.
- 2.6.2.5 Signed & scanned copy of List of Deviations as per *Annexure-VII*.
- 2.6.2.6 Signed & scanned copy of Details of Service Centres as per *Annexure-VIII*.
- 2.6.2.7 Signed & scanned copy of Details of Supply, Turnover & Profit as per *Annexure-IX*.
- 2.6.2.8 Signed & scanned copy of Undertaking for Technical Bid as per *Annexure-XII*.
- 2.6.2.9 Signed & Scanned copy of the Power of Attorney from the Bidder in respect of Authorized Signatory for the Bid.
- 2.6.2.10 Signed & scanned copy of *Annexure-III* as well as **each** of the Pre-qualification criteria documents as per *Annexure-III*.
- 2.6.2.11 Scanned copy of the Bid Document fee of ₹500, in the form of a demand draft issued by a Nationalized /Scheduled bank as per clause 2.4.1. In case of claiming waiver for Bid Document fee, scanned copy of the documentary proof as per clause 2.4.2.
- 2.6.2.12 Scanned copy of the Bid security of ₹1.0 Lakh in the form of a Bank Guarantee issued by a Nationalised / scheduled bank as per clause 2.7.1. In case of claiming waiver for Bid Security, scanned copy of the documentary proof as per clause 2.7.2.

2.6.3 The following documents shall be submitted, *in original*, by the Bidder before the deadline of the submission of the bid:

- a. The Bid document fee
- b. The Bid Security
- c. Authorization from the OEM in case of Bidder being an authorized representative.

2.6.4 Self-certified copies of all the relevant documents as proof in support of various scanned document uploaded in aforesaid annexures and other claims made by the Bidder shall be submitted to the Purchaser before deadline of submission of the bids. Purchaser reserves the right to verify the submitted documents with original one.

2.7 BID SECURITY

2.7.1 The Bidder shall deposit bid security of **₹1.0 Lakh (Rupees One Lakh only)** in the form of Bank Guarantee from any Nationalised/Scheduled bank (as per *Annexure-XI*) valid for atleast 45 (Forty Five) Days beyond the validity period of the bid.

2.7.2 In case the Bidder claims for waiver of Bid Security, the Bidder shall provide documentary proof in this respect valid till the Bid Validity period.

2.7.3 The scanned copy of the Bank Guarantee / Documentary Proof for waiver of the Bid Security, shall be uploaded at the time of Bid submission.

2.7.4 The original Bank Guarantee / Documentary Proof for waiver of the Bid Security shall be submitted to the Purchaser before the deadline for the submission of the bids, failing which the bid shall summarily be rejected and the Technical Bid shall not be opened.

2.7.5 The Bid Security not in conformity in all respect with the requirements as per clause 2.7.1, the bid shall summarily be rejected.

2.7.6 No interest shall be payable on the Bid Security amount.

2.7.7 The Bid Security shall be forfeited if the bidder:

2.7.7.1 Withdraws its bid during bid validity period.

2.7.7.2 Any hiding/ mis-representation of facts.

2.7.7.3 Refuses to accept Letter of Award.

2.7.7.4 Fails to sign the Contract within the stipulated time.

2.7.7.5 Tampering / Modification of the Price Bid Template in any manner.

2.7.7.6 Involvement of the Bidder in any Corrupt, Collusive, Coercive or Fraudulent Practices.

2.7.8 The Bid Security of Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract.

2.8 PRICE BID

- 2.8.1 The Price Bid shall be complete in all respects and contain all information asked for in this document.
- 2.8.2 The Price bid format is provided as BoQ_XXXX.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the Price bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, Bid will be completely rejected and Bid Security would be forfeited and tenderer is liable to be banned from doing business with the Purchaser .
- 2.8.3 The prices quoted shall be only in Indian rupees.
- 2.8.4 The prices shall be inclusive of all taxes & duties etc.
- 2.8.5 The prices quoted shall also include charges towards freight, forwarding, delivery, installation, insurance charges for one month after installation of equipment at the Purchaser's offices.
- 2.8.6 The prices shall include five (5) years onsite warranty on UPS and two (2) years on the Battery.

2.9 NO PRICE VARIATION

- 2.9.1 The Price quoted shall be firm. No upward revision in the prices would be considered on account of subsequent increases in government taxes, duties, levies, etc. during the Bid validity period.

2.10 AMENDMENT OF BIDDING DOCUMENTS BY PURCHASER

- 2.10.1 At any time prior to the deadline of submission of the bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding documents by way of Amendments/Addendum/Corrigendum, if any, shall be notified through CPPP website.
- 2.10.2 Prospective Bidders are advised to visit CEA website <http://www.cea.nic.in> and CPPP website <http://eprocure.gov.in/eprocure/app> for any corrigendum / addendum/ amendment.
- 2.10.3 In order to provide prospective Bidders reasonable time to take the amendment into account for preparing their bid, the Purchaser may, at its discretion, extend the deadline of the submission of bids.

2.11 MODIFICATION OF BIDS BY BIDDERS

2.11.1 A Bidder may modify its bid on the e-procurement portal (<http://eprocure.gov.in/eprocure/app>) till the deadline of the submission of Bid.

2.11.2 Modification of the Bid sent through any other means shall not be considered by the Purchaser.

2.12 LATE BIDS

2.12.1 The e-Procurement system will not allow any late submission of bids after due date and time as per server system.

3 PART-III: BID OPENING & EVALUATION

3.1 OPENING OF BIDS

- 3.1.1 The Purchaser shall open the bids as per electronic bid opening procedures specified in Central Public Procurement Portal (CPPP) at the date and time specified. Bidders can also view the bid opening by logging on to the e-procurement system. Specific bid opening procedures are laid down at <http://eprocure.gov.in/eprocure/app> under the head “Bidders Manual Kit”. The bidder will be at liberty to be present either in person or through an authorized representative at the time of opening of the Bid or they can view the bid opening event online at their remote end. Price Bids of only those Bidders shall be opened whose Technical Bid are found to be responsive.
- 3.1.2 The purchaser will open the bids in the presence of Bidders’ representative who choose to attend at the time, date and venue as mentioned in NIT.
- 3.1.3 No representatives are allowed to attend the Bid Opening without the valid Bid acknowledgement slip received after submission of Bids.
- 3.1.4 In the event of the specified date of bid opening being declared a holiday for purchaser, the bids shall be opened at the specified time and place on the next working day.

3.2 PRELIMINARY EXAMINATION OF TECHNICAL BID

- 3.2.1 The Purchaser will examine the bids to determine their completeness in all respect as per the requirements of this Bid Document.
- 3.2.2 The purchaser may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice to affect the relative ranking of any bidder.

3.3 EVALUATION OF TECHNICAL BIDS

- 3.3.1 The Purchaser shall evaluate the Technical Bid based on the documents submitted as mentioned in clause 2.6 of this Bidding document.
- 3.3.2 Purchaser may ask the Bidder to give demo of the offered equipment.
- 3.3.3 **Purchaser reserves the right to reject the bid under any of the following circumstances:**
 - 3.3.3.1 Bid is incomplete and/or not accompanied by all required documents.
 - 3.3.3.2 Bid is not in conformity with the terms and conditions stipulated in this document.
 - 3.3.3.3 Specifications stipulated in *Annexure-I* are not met.

3.4 EVALUATION OF PRICE BIDS

- 3.4.1 Price Bid of only those bidders, whose Bids are found responsive, shall be opened and evaluated.
- 3.4.2 Evaluation shall be done based on the total price (inclusive of all the applicable taxes & duties) of the item quoted.
- 3.4.3 The Evaluated Total Price shall be Total Price (including applicable taxes & duties) worked out after considering discrepancies, if any, as mentioned in the *Annexure-VI*.
- 3.4.4 In case of tie in the Evaluated Total Price quoted by the bidders, the Purchaser reserves the right to decide the ranking of the price bids based on the Backup time on full load, of the UPS quoted by the Bidder.

4 PART-IV: AWARD OF CONTRACT

4.1 L-1 BIDDER

4.1.1 On completion of evaluation process of Price bids, the firm whose Evaluated Total Price is found to be the lowest would be the L-1 bidder.

4.2 LETTER OF AWARD (LoA)

4.2.1 The L-1 bidder will be considered for issuing Letter of Award (LoA).

4.2.2 The acceptance of the LoA shall be submitted within 7 (Seven) working days from issue of LoA, failing which the Purchaser reserves the right to cancel the LoA.

4.3 PERFORMANCE SECURITY

4.3.1 A Performance Security in form of bank guarantee from any Nationalized / Scheduled Bank (as per *Annexure-X*) of a value equal to 10% of the total awarded value as indicated in the Letter of Award shall be deposited by the bidder within Ten(10) working days from issue of Letter of Award.

4.3.2 The Performance Security shall be valid for a period of **sixty six months** from the date of signing of the contract.

4.4 SIGNING OF CONTRACT

4.4.1 The successful bidder shall be required to enter into a contract as per *Annexure-XIII* with Purchaser within **Ten (10) working days** from issue of the Letter of Award on submission of the Performance Security as mentioned in clause 4.3.

4.5 SUB-CONTRACTING

4.5.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, to other firm except with the Purchaser's prior written consent.

5 PART-V: DELIVERY & PAYMENT

5.1 TERMS OF EXECUTION

- 5.1.1 The Supplier shall deliver & install the item mentioned in the Letter of Award within **Ten (10) weeks** from the date of issuance of the Letter of Award. However, the Purchaser reserves the right to extend this timeline.
- 5.1.2 The Supplier shall submit Warranty Certificate(s) from OEM of the UPS, for five (5) years on UPS and two (2) years on the Battery from the date of installation.
- 5.1.3 The Supplier shall provide onsite service support during warranty period as per the Contract.

5.2 LOCATIONS TO BE COVERED

- 5.2.1 The delivery of all the equipment is to be done as per the address mentioned in the Letter of Award. However, the Installation and Services, during the warranty period, of the items are to be done at Purchaser's offices located at R. K. Puram and Katwaria Sarai, New Delhi.

5.3 DELAYS IN THE SUPPLIER'S PERFORMANCE

- 5.3.1 Delivery of the goods and performance of the Services shall be made by the supplier in accordance with the time schedule specified in the Letter of Award. Any delay in performing the obligation by the supplier will attract liquidated damages and/or termination of contract.

5.4 LIQUIDATED DAMAGES (LD)

- 5.4.1 Notwithstanding the Purchaser's right to cancel the order, liquidated damages at @0.5% of the contract value per week, will be charged for every week's delay in delivery subject to maximum 5% of the contract value.
- 5.4.2 In case the amount of LD reaches the maximum limit of 5% as specified above, the Purchaser reserves the right to terminate the contract.
- 5.4.3 Delivery means complete delivery of all the ordered equipment including accessories, documentation etc. Date on which last item is delivered will be considered as delivery date for the purpose of LD calculation.
- 5.4.4 Part of week will be treated as a week for this purpose.
- 5.4.5 However, the Purchaser may, at its discretion, waive the liquidated damages in case the delay is not attributable to the Bidder.

5.5 ORDER CANCELLATION

- 5.5.1 If the Bidder **fails** to deliver and/or install the equipment as per specifications within the stipulated time schedule or the extended date communicated by the Purchaser, if any, it will be treated as breach of contract.
- 5.5.2 The Purchaser reserves its right to cancel the order in the event of breach of contract.
- 5.5.3 The Bidder may terminate the contract in case of non-resolution of dispute through Arbitration with reference to payment by giving a notice of three months.

5.6 PAYMENT TERMS

- 5.6.1 No advance payment will be made against Letter of Award.
- 5.6.2 80% of the contract value will be released after receipt of all the items mentioned in LoA. The Liquidity Damages, if any, will be deducted from this payable amount, i.e, 80% of the contract value. The payment will be made against delivery challans, invoices submitted to the Purchaser and inspection report, if any.
- 5.6.3 Remaining 20% of the contract value will be released after successful installation and acceptance by the purchaser of all the items mentioned in LoA.

6 PART-VI: GENERAL CONDITIONS OF CONTRACT

6.1 DEFINITIONS

- 6.1.1 'Purchaser' means Central Electricity Authority.
- 6.1.2 'Purchaser Offices' means Central Electricity Authority offices at Sewa Bhawan, R. K. Puram, Sector-1, New Delhi-66 and at 18A, NRPC Complex, Shaheed Jeet Singh Marg, Katwaria Sarai, New Delhi - 16.
- 6.1.3 'Bidder' means OEM or its Authorized Representative.
- 6.1.4 'OEM' means the Original Equipment Manufacturer of the UPS.
- 6.1.5 'Supplier' means the person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- 6.1.6 'Equipment' means Line Interactive UPS as mentioned in *Annexure-I*.
- 6.1.7 'Contract Value' means the total awarded value as per the Letter of Award.
- 6.1.8 'Deadline' means the last date & time.
- 6.1.9 'Corrupt Practice' means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the bidding process or in contract execution.
- 6.1.10 'Fraudulent Practice' means a misrepresentation or omission of facts in order to influence a bidding process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.
- 6.1.11 'Collusive Practice' means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Purchaser, designed to establish bid price at artificial, non-competitive levels.
- 6.1.12 'Coercive Practice' means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in the tendering process or affect the execution of a contract.
- 6.1.13 'Undesirable Practice' means establishing contact with any person connected with or employed by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process.
- 6.1.14 'Restrictive Practice' means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the bidding process.

6.2 COST OF BIDDING

6.2.1 The Bidder shall bear all the costs associated with the preparation and submission of its bid and the Purchaser, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

6.3 GOVERNING LANGUAGE

6.3.1 The Bid, as well as all correspondences and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be in English language only. Supporting documents and printed literature, if not in English language, that are part of the Bid document shall be accompanied with a self-certified copy of English translation of the same.

6.4 RIGHT TO ALTER QUANTITIES

6.4.1 The Purchaser reserves the right to reduce or increase the quantity to be purchased on the same terms and conditions.

6.4.2 The variation in quantity shall be limited to $\pm 10\%$ of the total quantity mentioned in clause 1.1.2.

6.5 CLARIFICATIONS OF BIDS

6.5.1 To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion, ask the bidder for clarification and response shall be in writing through e-mail or fax. Response/clarification shall be submitted by authorized signatory only. In case the bidder fails to submit the desired information/clarification sought by the Purchaser within stipulated time, further evaluation of the bid will not be carried out and the Purchaser reserves the right to reject the bid.

6.6 CONTACTING THE PURCHASER

6.6.1 Any clarification / query related to the Bidding document may be addressed to Director (IT), CEA in writing through e-mail or fax as per the details given in clause 6.18 under SCC. Clarification /Queries received, only, by the date & time mentioned in NIT will be entertained.

6.6.2 Any effort by bidder to influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decision may result in the rejection of the Bidders' bid.

6.7 PURCHASER'S RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS

6.7.1 The purchaser reserves the right to accept or reject any bid and/or annul the bidding process and /or reject all bids, without assigning any reason thereof, at any time prior to award of contract and without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for the purchaser's action.

6.8 HARDWARE INSPECTION

- 6.8.1 Purchaser reserves the right to carry out pre-delivery inspection at Bidder's factory / warehouse. The Bidder shall keep the equipment ready for inspection and shall provide all assistance for inspection. There shall not be any additional charges for such inspection.
- 6.8.2 In case of receipt of any damaged item, the same shall be replaced by Supplier with a new one at no cost to the purchaser. The replaced item shall be supplied immediately so that its installation and acceptance is completed within the time schedule as per clause 5.1.1, failing which Liquidity Damage, as per clause 5.4, shall be imposed.
- 6.8.3 At the time of installation, inspection of equipment shall be carried out by the Purchaser for meeting the functional performance in accordance with the technical specifications. The equipment non-conforming to the same shall be replaced / rectified by the Supplier to the Purchaser's satisfaction. If during the installation, it is found that more than 10% of the ordered quantity of the UPS fail to perform as per technical specifications, then the purchaser shall have right to reject all the UPS supplied and the Performance Security shall be encashed.

6.9 PAYMENT CONDITIONS

- 6.9.1 The payment shall be made as per clause 5.6 subject to deduction of Liquidity Damages, if any, as per clause 5.4.

6.10 USE OF CONTRACT DOCUMENTS AND INFORMATION

- 6.10.1 The supplier shall not, without the purchaser's prior written consent, make use of any document or information provided by purchaser in Bid document or otherwise except for purposes of performing contract, if any.

6.11 PATENTS RIGHTS

- 6.11.1 The supplier shall indemnify the purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods, or any part thereof in India.
- 6.11.2 The supplier shall, at their own expense, defend and indemnify the Purchaser against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.
- 6.11.3 The supplier shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Purchaser is required to pay compensation to a third party resulting from such infringement, the supplier shall be fully responsible for, including all expenses and court and legal fees.

- 6.11.4 The Purchaser will give notice to the Supplier of any such claim without delay, provide reasonable assistance to the Supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.
- 6.11.5 The Supplier shall grant to the Purchaser a fully paid-up, irrevocable, non-exclusive license throughout the territory of India to access, replicate and use software (and other software items) provided by the supplier, including all inventions, designs and marks embodied therein in perpetuity.

6.12 TERMINATION OF CONTRACT

- 6.12.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by giving two weeks written notice to the Supplier, may terminate this Contract in whole or in part, if the Supplier fails to perform any obligation(s) under the Contract.
- 6.12.2 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.
- 6.12.3 In case of the Termination of the Contract, the Performance Security submitted by the supplier shall be encashed by the Purchaser.

6.13 FORCE MAJEURE

- 6.13.1 Notwithstanding the above provisions, the Successful bidder shall not be liable for penalty or termination for contract if and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to the following:
- a. war (whether declared or not), hostilities, invasion, acts of foreign enemies, rebellion, revolution, insurrection of military or usurped power, or civil war;
 - b. act of any political or religious incidence;
 - c. acts of terrorism; or
 - d. riots, civil commotion or disorder, industry wide strike.
- 6.13.2 If a Force Majeure situation arises, the Bidder shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Bidder shall continue to perform its obligations under the Contract.

6.14 GOVERNING LAW AND DISPUTES

- 6.14.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiations, any disagreement or disputes, arising between them under or in connection with the Contract.
- 6.14.2 If, after Thirty (30) days from the commencement of such direct informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified in Clauses 6.14.3 and 6.14.4.
- 6.14.3 In the case of a dispute or difference arising between the Purchaser and the Contractor relating to any matter arising out of or connected with this Contract, such dispute or difference shall be referred to the award of two Arbitrators having relevant technical background, one Arbitrator to be nominated by the Purchaser and the other to be nominated by the Supplier or in case of the said Arbitrators not agreeing, then to the award of an Umpire to be appointed by the Arbitrators in writing before proceeding with the reference, and in case the Arbitrators cannot agree to the Umpire, he may be nominated by the Secretary, Indian Council of Arbitration, New Delhi. The award of the Arbitrators, and in the event of their not agreeing, of the Umpire appointed by them or by the Secretary, Indian Council of Arbitration, New Delhi shall be final and binding on the parties.
- 6.14.4 The Arbitration & Conciliation Act 1996, the rules there under and any statutory modification or re-enactments thereof, shall apply to the arbitration proceedings.
- 6.14.5 The venue of the arbitration shall be *Delhi*.
- 6.14.6 During the arbitration proceedings the Supplier shall continue to work under the Contract unless otherwise directed in writing by the Purchaser or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, is obtained.
- 6.14.7 The Purchaser may terminate this contract, by giving a written notice of termination of minimum 30 days, to the Supplier, if the Supplier fails to comply with any decision reached consequent upon arbitration proceedings pursuant to Clause 6.14.

6.15 STANDARDS OF PERFORMANCE

- 6.15.1 The Performance Security shall be submitted as per clause 4.3.
- 6.15.2 The Supplier shall perform all the obligations to maintain the equipment during the warranty period as per clause 1.3.2.

6.15.3 The Supplier shall perform the Services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted standard & procedures, techniques and practices used in the industry. It shall employ prudent technical and engineering practices. It shall employ advanced and latest technology and safe and effective equipment, machinery, material and methods. The Supplier shall always act, in respect of any matter relating to this Contract, as faithful advisors to the Purchaser and shall, at all times, support and safeguard the Purchaser's legitimate interests in any dealings with Third Parties.

6.16 TERMS & CONDITIONS FOR MSME

6.16.1 In compliance of Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012, purchase preference shall be given to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or consortia of Micro and Small Enterprises formed by National Small Industries Corporation, if the price quoted by the MSEs is within 15% of L- 1 price (L-1 price means Landed Lowest price) quoted by any other bidder, for the tendered items for which they are the L-1.

6.16.2 Purchase preference shall be applicable for the 20% of the tendered quantities only provided L-1 bidder is not MSE and the MSEs accept the L- 1 price.

6.16.3 In case of an MSEs is the L-1 bidder for an item, the 100% tendered quantities shall be placed an order to MSEs firm.

6.16.4 In case of an MSE owned by SC/ST and price quoted is within 15% of the L-1 price quoted by the L-bidder then 20% quantity shall be ordered on them at L-1 rate, subject to their acceptance.

6.16.5 In case of more than one MSEs participates in the tender and their prices are within 15% of L- 1 price and L-1 bidder is an enterprise other than MSEs then 20% of the tendered quantities shall be shared proportionately between participating MSEs on their acceptance of L- 1 price.

6.16.6 In case of more than one MSEs participates in tender and their prices are within 15% of L- 1 bidder price who is not a MSEs and one of the MSEs is owned by SC or ST then 4% tendered quantities or say 20% of the 20% tendered quantities shall be procured from MSEs owned by SC or ST entrepreneurs exclusively subject to their acceptance of L-1 price in addition to sharing of equal portion of balance of 16% with other non-SC/ST owned MSEs subject to their acceptance of L-1.

6.16.7 In case of more than one MSEs owned by SC or ST then 4% tendered quantities or say 20% of the 20% tendered quantity shall be procured from these MSEs owned by SC or ST entrepreneurs exclusively subject to their acceptance

6.17 CORRUPT AND FRAUDULENT PRACTICES

6.17.1 The Purchaser requires that Bidders/Supplier observe(s) the highest standard of ethics during the bidding process and during the execution of the Contract. In terms hereof, the Purchaser:

6.17.1.1 shall reject the Bid of a Bidder including the Selected Bidder if he determines that the Bidder has engaged in corrupt or fraudulent or collusive or coercive, or undesirable or restrictive practices in competing for the award of Work in question.

6.17.1.2 shall declare a Bidder ineligible, either indefinitely or for a stated period of time, from participation in any tender or bidding process or for award of a contract/contracts or continuing with it after award if it, at any time, determines that the Bidder has engaged in “corrupt or “fraudulent” or “collusive” or “coercive” or undesirable or restrictive practices in competing for, or in participating the bidding process or in executing, the Contract.

6.18 SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC).

Clause Ref. No.	SCC
6.1.1.	The Purchaser is: Central Electricity Authority
6.1.2	The Project Site(s)/Final Destination(s) is/are: Purchaser's Offices
6.3.1	The language shall be: English
6.6.1	For notices, the Purchaser's address shall be: Attention: Shri H. K. Pandey Designation: Director (IT) Address: IT Division, Room No. 326(N), Sewa Bhawan, R. K. Puram, Sector-1, New Delhi – 110066, India. Telephone : 91-11-26732361 / 91-11-26732322 FAX : 91-11-26732303 e-mail address: itcea@nic.in
6.14	The governing law shall be the law of India.
6.14	The rules of procedure for arbitration proceedings pursuant to Clause 6.14.
6.9.1	i. 80% of the contract value will be released after receipt of all the items mentioned in LoA. ii. Remaining 20% of the contract value will be released after successful installation of all the items mentioned in LoA. iii. Payment will be made in Indian Rupees. iv. The liquidated damage shall be: 0.5% of the contract value per week. v. The maximum amount of liquidated damages shall be: 5%
6.15.1	i. A Performance Security shall be submitted @ 10% of contract price. ii. Performance Security, in form of Bank Guarantee, shall be valid for a period of six months beyond the warranty period (60 months) from the date of signing of the Contract.
6.8	i. Inspections shall be carried out as per clause 6.8. ii. Any action for replacement/rectification after the inspection shall promptly be taken by the supplier to the satisfaction of the Purchaser.
6.15.2	i. The period of validity of the Warranty shall be Five (5) years on UPS and two (2) years on the Battery from date of installation of the equipment.

7 PART-VII: ANNEXURES

7.1 ANNEXURE-I : TECHNICAL SPECIFICATIONS

<u>Component</u>	<u>Specification</u>
OUTPUT	
Output Power Capacity	600 VA
Topology	Line Interactive
Technology	PWM using MOSFET /IGBT
AC Output Socket	Three (3) or more with atleast two (2) with Battery Backup
AC Output Socket (Type)	India 3-Pin (5/6 Ampere) / IEC-320 C13*
MAINS Mode	
AC Input Voltage	160 V to 260 V
AC Input Frequency	50 Hz \pm 3 Hz
AC Output Voltage	230 V \pm 10% (with AVR)
AC Output Frequency	Sync to Mains
INVERTER Mode	
Voltage	230 V \pm 5%
Frequency	50 Hz \pm 0.5 Hz
Power Factor	0.6 (lag) or more
Output Load	360 W or more
Waveform Type	Quasi Sine wave
Inverter Efficiency	65% or more on full rated capacity
Total Harmonic Distortion	Less than 22%
BATTERY BANK	
Battery	Valve Regulated Lead-Acid (Sealed Maintenance Free) battery
VAH Rating	168 VAH or more
Backup	10 minutes or more on full Load
Location	Internal (Inside the Box)
OTHERS	
Protection	Short-circuit Protection, Overload Protection, DC Under Voltage Protection, Surge / Spikes Protection
Display	UPS Status, Load Status, Battery Status / Low Battery, etc.
Alarm	Battery Mode, Low Battery, Overload, Fault, etc.
Communication	RS-232 Port
Compliance	ROHS (Restriction of Hazardous Substance)
Warranty	5 years Comprehensive onsite for UPS 2 years onsite for Battery

*: In case of IEC-320 C13, suitable Power Cables for connecting C13 to C14 must be provided for all output connections.

Signature & Seal of the Bidder

7.2 ANNEXURE-II: BID ACCEPTANCE LETTER

(To be given on Company Letter Head)

To,

Date:

Director (IT)

Central Electricity Authority

Sewa Bhawan, R. K. Puram, Sector-1,

New Delhi – 110 066.

Sub: **Acceptance of Terms & Conditions of the Bid**

Bid Name & Reference No:

Dear Sir,

1. I/ We have downloaded / obtained the Bid Document(s) for the above mentioned 'Bid' from the web site(s) namely: _____ as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the Bid Documents from Page No. _____ to _____ (including all documents like annexure(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the Bid conditions of above mentioned Bid document(s) / corrigendum(s) in its totality / entirety.
5. I/We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. 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/ organisation 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 including the forfeiture of the full said Bid Security deposit absolutely.

Yours Faithfully,

(Signature & Seal of the Bidder)

7.3 ANNEXURE-III: PRE QUALIFICATION DOCUMENTS

The minimum qualifying requirements for the bidders are as under: -

Pre-Qualification Requirement	Compliance (Yes/No)	Detail of proof Attached
Letter of Authorization for participating in this Bid from OEM (as per clause 1.2.1.1)		
Proof of being engaged in supply of online/line interactive UPS in India at least for last five years (as per clause 1.2.1.2)		
Proof of having minimum Annual turnover of ₹5 Crores (for OEM) / ₹50 Lakhs (for Authorized representative) from sales in India in each of last three financial years (as per clause 1.2.1.3)		
Proof of Net Profit after tax in each of the last three financial year (as per clause 1.2.1.4)		
Proof of successful completion of supply & installation of the online/line interactive UPS in Government / PSUs during last two years (as per clause 1.2.1.5).		
Undertaking for not being blacklisted by any of Government /PSU on the letter head (as per clause 1.2.1.6).		
Details of TIN/PAN/Service Tax (as per clause 1.2.1.7)		

Signature & Seal of the Bidder

7.4 ANNEXURE-IV: BIDDER INFORMATION

1. Name of the Bidding firm		
2. Full Address & Contact Details of the firm		
3. Name of the Authorized Signatory for this Bid		
4. Bidder's proposal number and date		
5. Name & address of the person to whom all references shall be made regarding this tender:		
(a) Telephone		
(b) Fax No.		
(c) E-mail		
(d) Mobile		
Bidder		
Signature of the Authorized Signatory		
Name:		
Designation:		
Date:		
Company Seal:		
WITNESSES		
	Witness 1	Witness 2
Signature:		
Name:		
Address:		
Date:		

7.5 ANNEXURE-V: COMPLIANCE SHEET FOR SPECIFICATIONS

Make & Model		
Component	Specification	Comply (Y/N)
OUTPUT		
Output Power Capacity	600 VA	
Topology	Line Interactive	
Technology	PWM using MOSFET /IGBT	
AC Output Socket	Three (3) or more with atleast two (2) with Battery Backup	
AC Output Socket Type	India 3-Pin (5/6 Ampere) / IEC-320 C13	
MAINS Mode		
AC Input Voltage	160 V to 260 V	
AC Input Frequency	50 Hz \pm 3 Hz	
AC Output Voltage	230 V \pm 10% (with AVR)	
AC Output Frequency	Sync to Mains	
INVERTER Mode		
Voltage	230 V \pm 5%	
Frequency	50 Hz \pm 0.5 Hz	
Power Factor	0.6 (lag) or more	
Output Load	360 W or more	
Waveform Type	Quasi Sine wave	
Inverter Efficiency	65% or more on full rated capacity	
Total Harmonic Distortion	Less than 22%	
BATTERY BANK		
Battery	Valve Regulated Lead-Acid (Sealed Maintenance Free) battery	
VAH Rating	168 VAH or more	
Backup	10 minutes or more on full Load	
Location	Internal (Inside the Box)	
OTHERS		
Protection	Short-circuit Protection, Overload Protection, DC Under Voltage Protection, Surge / Spikes Protection	
Display	UPS Status, Load Status, Battery Status / Low Battery, etc.	
Alarm	Battery Mode, Low Battery, Overload, Fault, etc.	
Communication	RS-232 Port	
Compliance	ROHS (Restriction of Hazardous Substance)	
Warranty	5 years Comprehensive onsite for UPS	
	2 years onsite for Battery	

Signature & Seal of the Bidder

7.6 ANNEXURE-VI: BILL OF QUANTITY

Sl. No.	Item Description	Quantity	Units	UNIT RATE In Figures (Inclusive of All Taxes) To be entered by the Bidder (Rs.)	AMOUNT Inclusive of All Taxes (Rs.)
1	2	4	5	13	53
1	Line Interactive UPS	500	Nos		
Total in Figures					
Quoted Amount in Words					

1. The above mentioned Price bid format is provided as BoQ_XXXX.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the Price bid. **Bidder shall not tamper/modify downloaded price bid template in any manner.** In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and Bid Security would be forfeited and tenderer is liable to be banned from doing business with the Purchaser.
2. The rates shall be quoted in Indian Rupee only.
3. The rates shall be inclusive of all taxes and duties. **Any subsequent revision in the statutory taxes, fees, etc shall be the responsibility of the Bidder.**
4. In case of any discrepancy in the amounts indicated in figure and word the amount in word shall be considered for evaluation.
5. In case of any discrepancy in calculation of total amount, unit price quoted in words will be considered for computation.
6. The quoted rates shall remain firm throughout the validity period of the bid and no revision is permissible for any reason.
7. The Evaluated Total Price for the Bid shall be the total price worked out after considering discrepancies, if any.

7.7 ANNEXURE-VII: LIST OF DEVIATIONS

(Please note that Purchaser will not evaluate any deviation mentioned elsewhere in the bid except as mentioned hereunder)

We certify that the systems/services offered by us for this Bid conforms to the specifications stipulated by you with the following deviations

List of deviations

Sl. No.	Deviation

Signature & Seal of the Bidder

(If left blank it will be construed that there is no deviation from the specifications given above)

7.8 ANNEXURE-VIII: DETAILS OF SERVICE CENTRE IN DELHI/NCR

Sl No.	Location of support office/ Spare Warehouse in Delhi / NCR	No. of maintenance Engr./ Tech. staff in Service Centre	Telephone No. /Fax Number	Type of Support Centre [OEM(O), ASP (A), Franchise (F)]

Signature & Seal of the Bidder

7.9 ANNEXURE-IX: DETAILS OF SUPPLY, TURNOVER & PROFIT

Work Experience (During last two year) (as per clause 1.2.1.5)

Name & Address of the Govt Org/PSUs	Order No. & Date	Items & Quantity	Value of the Order	Date of Completion	Attach Copy of the Award of Contract

Financial Details (as per clause 1.2.1.2 to 4)

Pre-Qualification Condition	Financial Year	Value (Rs. In Crores)
Supply of online / line interactive UPS in India (as per clause 1.2.1.2)	2009-10	
	2010-11	
	2011-12	
	2012-13	
	2013-14	
	2014-15	
Annual turnover from sales in India (as per clause 1.2.1.3)	2012-13	
	2013-14	
	2014-15	
Net Profit after tax (as per clause 1.2.1.4)	2012-13	
	2013-14	
	2014-15	

Signature & Seal of the Bidder

7.10 ANNEXURE-X: FORMAT OF PERFORMANCE SECURITY

To
Director (IT)
Central Electricity Authority
Sewa Bhawan, R. K. Puram, Sector-1,
New Delhi – 110 066.

Ref: _____ Date _____

Bank Guarantee No. _____

To

1. Against contract Acceptance of the Tender No: _____
covering _____
(hereinafter called the said 'contract') entered into between the President of
India acting through The Chairperson, CEA, New Delhi - 110066 or his
authorized representative (hereinafter called the Purchaser) and
_____ (hereinafter called the Supplier) this is to certify that at the
request of the Supplier we _____ Bank Ltd., are holding in
trust in favour of the Purchaser, the amount of _____
(write the sum here in words) to indemnify and keep indemnified the Purchaser
against any loss or damage that may be caused to or suffered by the Purchaser
by reason of any breach by the Supplier of any of the terms and conditions of
the said contract and/or in the performance thereof. We agree that the decision
of the Purchaser, whether any breach of any of the terms and conditions of the
said contract and/or in the performance thereof has been committed by the
Supplier and the amount of loss or damage that has been caused or suffered by
the Purchaser, shall be final and binding on us and the amount of the said loss
or damage shall be paid by us forthwith on demand and without demur to the
Purchaser.

2. We _____ Bank Ltd, further agree that the
guarantee herein contained shall remain in full force and effect during the

period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Supplier i.e., till _____ hereinafter called the said date and that if any claim accrues or arises against us _____ Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us _____ Bank Ltd, notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us _____ Bank Ltd, by the Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.

3. It is fully understood that this guarantee is effective from the date of the said contract and that we _____ Bank Ltd, undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.

4. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Supplier in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present bond being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Supplier shall have no claim against us for making such payment.

5. We _____ Bank Ltd, further agree that the Purchaser shall have the fullest liberty, 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 Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Supplier and to forebear or enforce any of the terms and conditions relating to the said contract and we, _____ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Supplier or for any forbearance by the Purchaser to the said Supplier or for any forbearance or omission on the part of the Purchaser or any other matter or thing

whatsoever, which under the law relating to sureties, would, but for this provision, have the effect of so releasing us from our liability under this guarantee.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier.

Place _____

Signature

Witness _____
Printed name _____
(Bank's common seal)

Date _____

7.11 ANNEXURE-XI: FORMAT OF BID SECURITY

(Sample Format – To be executed on a non-judicial stamped paper of requisite value)

To

Director (IT)
Central Electricity Authority
Sewa Bhawan, R. K. Puram, Sector-1,
New Delhi – 110 066.

Ref: _____

Date _____

Bank Guarantee No. _____

1. WHEREAS (Name of Bidder) (hereinafter called the ‘the Bidder’) has undertaken, in pursuance of the Bid (.....) for the “Supply and Installation of Line Interactive UPS” (hereinafter called the ‘the Bid’) to you.
2. AND WHEREAS, it has been stipulated by you in the said Bid that the Bidder shall furnish you with a Bank Guarantee from a Nationalized/ Scheduled Bank for the sum specified therein, as security for the Bid in accordance with the Bid.
3. AND WHEREAS we ----- <Bank> having its registered office at ----- and inter alia a branch office situate at ----- have agreed to give a Bid Security of ₹1,00,000 (Rupees One Lakh Only) (hereinafter called as the *Guarantee Amount*) on behalf of the Bidder.
4. We ----- <Bank> further undertake not to revoke and make ineffective the guarantee during it’s currency except with the previous consent of the Central Electricity Authority (hereinafter called as the Purchaser).
5. We ----- <Bank> do hereby unconditionally and irrevocably undertake to pay to the Purchaser without any demur or protest, merely on demand from the Purchaser, an amount not exceeding the *Guarantee Amount* by reason of any breach of the terms of the Bid dated ----- by Bidder. We hereby agree that the decision of the Purchaser regarding breach of the terms of the Bid shall be final, conclusive and binding on us.
6. We do hereby guarantee and undertake to pay forthwith on demand to the Purchaser a sum not exceeding the *Guarantee Amount* and we undertake to pay you upon your first written demand declaring the Bidder to be in default under the Bid and without cavil or argument, any sum or sums within the limit of the *Guarantee Amount* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

- 7. We, the Bank, further agree that the Purchaser shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents listed hereinabove, and the decision of the Purchaser that the Bidder is in default, as per the Bid Document, shall be final and binding on us, notwithstanding any differences between the Purchaser and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
- 8. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
- 9. Our obligation to make payment under this Guarantee shall be a primary, independent and absolute obligation and we shall not be entitled to delay or withhold payment for any reason.
- 10. This guarantee is valid until the day of **<validity date>** and a claim in writing is required to be presented to us within Forty-five (45) days from **<validity date>** i.e. on or before **<claim period>** failing which all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities mentioned hereinabove.

Signature and Seal of Guarantors (Bidder's Bank)

.....
 Date.....
 Address

.....
 In presence of
 WITNESSES (Name & Address)

- 1.
- 2.

7.12 ANNEXURE-XII:UNDERTAKING FOR TECHNICAL BID

(On the letter head of the firm submitting the bid)

Bid No.....

To,
Director (IT)
Central Electricity Authority
Sewa Bhawan, R. K. Puram, Sector-1,
New Delhi – 110 066.

Dear Sir,

1. I/We have examined and have no reservations to the Bidding Documents, including Corrigenda /Addenda issued.
2. I/We meet the eligibility requirements and have no conflict of interest.
3. I/We have not been suspended nor declared ineligible in India.
4. I/We offer to supply in conformity with the Bidding Documents;
5. I/We offer to supply the items as listed in the Bidding Documents at the price given in the said Price Bid and agree to hold this offer open for a period of 180 days from the deadline for the submission of the Bid.
6. I/we shall be bound by a communication of acceptance issued by you.
7. I/We have understood the Bidding Document and have thoroughly examined the specifications quoted therein and am/are fully aware of the nature of the goods required and my/our offer is to supply the goods strictly in accordance with the specifications and requirements.
8. A crossed Bank Draft in favor of the DDO, CEA for ₹500 (Rupees Five Hundred Only) as Bid Document Fee is enclosed. The Draft is drawn on
.....Bank payable at New Delhi.
9. The Bid Security of ₹1.0 Lakhs (Rupees One Lakh only) in the form of Bank Guarantee from any Nationalised/Scheduled bank valid for atleast 45 (Forty Five) Days beyond the validity period of the bid.
10. Certified that the bidder is:
 - a) A sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of the sole proprietor,

Or

 - b) A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.

Or

c) A company and the person signing the document is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections/deletions shall invariable be duly attested by the person authorized to sign the bid document).

11. We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof shall constitute a binding contract between us.
12. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
13. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

Name of the Bidder* **[insert complete name of person signing the Bid]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** **[insert complete name of person duly authorized to sign the Bid]**

Title of the person signing the Bid **[insert complete title of the person signing the Bid]**

Signature of the person named above **[insert signature of person whose name and capacity are shown above]**

Date signed **[insert date of signing]** day of **[insert month]**, **[insert year]**

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder and the same shall be attached.

Yours faithfully,

(Signature & Seal of the bidder)

Dated this day of _____

Address:.....

Telephone No. : _____

7.13 ANNEXURE-XIII: CONTRACT AGREEMENT

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS AGREEMENT made

the [*insert: number*] day of [*insert: month*], [*insert: year*].

BETWEEN

- (1) [*insert complete name of Purchaser*], a [*insert description of type of legal entity, for example, an agency of the Ministry of of the Government of { insert name of Country of Purchaser } , or corporation incorporated under the laws of { insert name of Country of Purchaser }*] and having its principal place of business at [*insert address of Purchaser*] (hereinafter called “the Purchaser”), of the one part, and
- (2) [*insert name of Supplier*], a corporation incorporated under the laws of [*insert: country of Supplier*] and having its principal place of business at [*insert: address of Supplier*] (hereinafter called “the Supplier”), of the other part :

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., [*insert brief description of Goods and Services*] and has accepted a Bid by the Supplier for the supply of those Goods and Services.

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - (a) the Bid Document
 - (b) the Letter of Award
 - (c) the uploaded Bid by the Bidder on the CPP portal.
 - (d) the Addenda / Corrigenda Nos. _____ (if any)
 - (e) Special Conditions of Contract
 - (f) General Conditions of Contract
 - (g) the Specifications
 - (h) the completed Annexures (including Price Bid (BOQ))
 - (i) any other document listed in GCC as forming part of the Contract
3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and

Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and 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.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

7.14 ANNEXURE-XIV. FORMAT FOR OEM AUTHORIZATION

(To be submitted on OEM's letter head)

Ref:

Date:

To

The Director (IT)
Central Electricity Authority
Sewa Bhawan, R. K. Puram,
New Delhi – 110066

Sub: Original Equipment Manufacturer (OEM) Authorization for Bid No. dated
.....

Dear Sir,

We <OEM Name> having our registered office at <OEM Address> are an established and reputed manufacturer of <hardware details>.

We confirm that <Bidder Name> having its registered office at <Bidder Address> is our authorized partner/ re-seller/ dealer for our <hardware details>. We authorize them to quote for our equipment in the above mentioned Bid. Further, we assure that we would extend full support to them in all respects for supply, installation, warranty and maintenance of our products.

We also ensure to provide the service support for the supplied equipment during the warranty period of five (5) years for UPS and two (2) years for the Battery as per Bid terms & conditions.

We also undertake that in case of default in the performance of the contract by the <Bidder Name>, the <OEM Name> will take all necessary steps for successful execution of this project as per Bid requirements.

<OEM Name>

<Authorised Signatory>
Name:

Designation:

Note: This letter of authority should be on the letterhead of the OEM and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the bidder in its bid.