



सूचना एवं पुस्तकालय नेटवर्क केन्द्र
Information and Library Network Centre
विश्वविद्यालय अनुदान आयोग का स्वायत्त अंतर विश्वविद्यालय केन्द्र
An Autonomous Inter-University Centre of UGC
गांधीनगर / Gandhinagar

BID DOCUMENT

FOR SUPPLY & INSTALLATION OF BATTERIES FOR UPS AT INFLIBNET CENTRE

| Sr. No. | BID-DATA SHEET | |
|---------|-------------------------------------|---|
| 1. | Tender Number | INF/PUR/BATTERIES/UPS/2018-19 |
| 2. | Yearly Estimated Cost of Tender | 7.00 Lakhs |
| 3. | Bid validity | 60 days |
| 4. | Issue of Tender Forms | Tender for supply and Installation of 80 Nos. 100Ah (12Volt) SMF Batteries for UPS (with buy back option) with two years warranty. Documents / Forms can be Downloaded from the Institute's website www.inflibnet.ac.in and Central Public Procurement Portal (CPPP) www.eprocure.gov.in |
| 5. | Tender Document Delivery Mode | Through Speed Post / Registered Post/ Courier or either by person. |
| 6. | Earnest Money Deposit (EMD) | Earnest Money of Rs.14,000/- (Rupees Fourteen thousand only) |
| 7. | Publish Date | 06 th June, 2018 at 11:30 AM |
| 8. | Document Download / Sale start Date | 06 th June, 2018 at 11:30 AM |
| 9. | Document Download / Sale end Date | 28 th June, 2018 at 02:00 PM |
| 10. | Clarification Start Date | 7 th June, 2018 at 11:00 AM |
| 11. | Clarification End Date | 15 th June, 2018 at 03:00 PM |
| 12. | Pre-bid Meeting Date | 15 th June,, 2018 at 03:00 PM |
| 13. | Bid Submission Start Date | 16 th June, 2018 at 09:00 AM |
| 14. | Bid submission End Date | 28 th June, 2018 at 03:00 PM |
| 15. | Bid Opening Date | 28 th June, 2018 at 04:00 PM |
| 16. | Contact Person | For Technical query: Shri Gaurav Prakash, Scientist-B (CS) Email: gaurav[at]inflibnet.ac.in Tel : 079-23268221 For Commercial query : Mr. Shyam T Yadav, I/C Section Officer (Purchase &Store)Email : shyam[at]inflibnet.ac.in Tel: 079-23268141 |
| 17. | Contact Address | INFLIBNET Centre, Infocity, PB No 04, Gandhinagar-382 007 Website : www.inflibnet.ac.in |

INTRODUCTION

The Information and Library Network Centre (here after will be referred as INFLIBNET), is an autonomous Inter University Centre of the University Grants Commission, MHRD, New Delhi. Sealed bids on behalf of Director, INFLIBNET Centre are invited Bid **for Supply and installation of 80 Nos. 100Ah (12Volt) SMF Batteries for UPS (with buy back option) with two years warranty** from bonafide, resourceful and reliable service providers/Vendors/agencies based in Ahmedabad/Gandhinagar only as per terms and condition attached.

Desirous companies may obtain tender documents on request in writing from P&S Section, INFLIBNET Centre, INFOCITY, Gandhinagar on all working days between 10:00 Hrs to 17:00 Hrs before the due date. Tender documents can also be downloaded from the INFLIBNET Centre's website www.inflibnet.ac.in and Central Public Procurement Portal (CPMP), Govt. of India website www.eprocure.gov.in

SCOPE OF WORK

Replacement of Battery bank of two 40KVA UPSes on Urgent basis.

Supply and Installation of 80 Nos. 100Ah (12Volt) SMF Batteries for UPS (with buy back option) with two years on-site warranty

The batteries should be manufactured in India as per the order No.P-45021/2/2017-B.E.-II dated 15th June, 2017 issued by GOI for encourage "make in India".

GENERAL INSTRUCTION FOR BIDDER

- 1.1 Period of Validity of Offer:** For the purpose of placing the order, the proposals shall remain valid till 60 days from the date of opening of tender. During the period of validity of proposals, the rates quoted shall not change. In exceptional circumstances, INFLIBNET may ask for extension of the period of validity and such a request shall be binding on Bidders. INFLIBNET's request and the response to such a request by various Bidders shall be in writing. A Bidder agreeing to such an extension will not be permitted to increase its rates.
- 1.2 Submission of Bid:** The interested bidders are advised to submit separate sealed envelopes supprescribed "Bid for supply & installation of Batteries of UPS" to the INFLIBNET Centre, INFOCITY, Gandhinagar And also deposited/ dropped in the tender Box placed at the security cabin, INFLIBNET CENTRE, INFOCITY, GANDHINAGAR-382007 on or before 28th June, 2018 at 3.00 PM.
- 1.3 Time schedule for delivery & installation:** All delivery of the material will have to be completed within 15 days from the date of acceptance of contract. (B) All activities leading to the commissioning of the contract to be completed within 30 days from the date of award.
- 1.4 Liquidated Damage:** The job includes the supply and installation of materials mentioned in the tender document. In the event of failure to meet the job completion in stipulated date/time liquidated damage may be imposed on the contractor for sum not less than 0.5% of the contract value for that item/job for each week or part thereof, subject to a ceiling of 10% of the total contract value (including all taxes & duties and other charges). In the event of LD exceeds 10% of the order value, INFLIBNET reserves the right to terminate the contract and INFLIBNET will get the job completed by any other competent party. The difference of cost incurred by INFLIBNET will be recovered from the contractor.
- 1.5 Earnest Money Deposit (EMD):** The interested Companies/firms may put the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs.14,000/- in the form of

Demand draft / Banker's Cheque / Fixed Deposit of any scheduled bank drawn in favour of "INFLIBNET Centre" payable at Gandhinagar and other requisite documents in the Tender Box kept near Security Cabin of INFLIBNET Centre, INFOCITY, Gandhinagar.

The bid securities of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. No interest shall be payable by the Institute on EMD. The bid security is normally to remain valid for a period of forty-five days beyond the final bid validity period.

In exceptional circumstances, INFLIBNET may solicit Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security shall also be suitably extended. A Bidder granting the request is not required nor permitted to modify the Bid.

1.6 Forfeiture of EMD: EMD made by Bidder may be forfeited under the following conditions: If Bidder withdraw the proposal before the expiry of validity period. During the evaluation process, if a Bidder indulges in any such activity as would jeopardize the process, the decision of INFLIBNET regarding forfeiture of EMD shall be final and shall not be called upon question under any circumstances. If Bidder violates any of the provisions of the terms and conditions of the proposal. In the case of a successful Bidder, if Bidder fails to:

- 1.6.1 Accept the order along with the terms and conditions.
- 1.6.2 Furnish performance security.
- 1.6.3 Violates any of the work conditions of this proposal or indulges in any such activities as would jeopardize the work.
- 1.6.4 Submitting false/misleading information/declaration/documents/proof/etc. The decision of INFLIBNET regarding forfeiture of EMD shall be final and shall not be called upon to question under any circumstances, besides, forfeiture of EMD even the Bidder will be deferred from participating in any job.
- 1.6.5 In the event of the successful bidder/contractor failing to comply with any provision of the contract.

1.7 Performance Security Deposit: The successful bidder shall have to deposit a Performance Security Deposit of the 5 % of the total amount of work order within three (3) weeks of the receipt of the LOI/Order. The performance security deposit will be furnished in the form of Demand draft/ Bank Guarantee/Banker's Cheque/Fixed Deposit of any scheduled bank drawn in favour of "INFLIBNET Centre" Payable at Gandhinagar. **The performance security deposit should be valid for sixty days beyond the date of completion of warranty period.**

1.8 Pre Bid Meeting: Pre Bid Meeting will be held on 15th June, 2018 at 03.00 PM at premises of INFLIBNET. Bidder can end their queries to Shri Gaurav Prakash, Scientist-(CS), Email: [gaurav\[at\]inflibnet\[dot\]ac\[dot\]in](mailto:gaurav[at]inflibnet[dot]ac[dot]in) and Shri Shyam T Yadav, I/C (Purchase & Store) [shyam\[at\]inflibnet\[dot\]ac\[dot\]in](mailto:shyam[at]inflibnet[dot]ac[dot]in) Only the queries received within the stipulated date prior to the Pre Bid Meeting will be answered.

The contractor is expected to have visited the project site before pre-bid meeting or submitting tender documents so as to have a fair idea of the equipment & type of services required to be provided. The costs incurred by the Bidders in making this offer, in providing clarification or attending discussion, conferences or site visits will not be reimbursed by INFLIBNET.

1.9 Terms of Payment:

- 1.9.1.1 The 100% payment shall be made on successful completion of the work. No advance payment will be made.

- 1.9.1.2 Invoice (i.e. Tax invoice as per Service Tax rules clearly indicating Tax registration number, Service Classification, rate and amount of Tax shown separately).
- 1.9.2 No claim for interest will be entertained by the Centre in respect of any payment/deposit which will be held with the Centre due to dispute between the Centre & Contractor or due to Administrative delay for the reasons beyond the control of the Centre.

1.10 Amendment of Bid Document: At any time prior to the deadline for submission of proposals, INFLIBNET Centre reserves the right to add/modify/delete any portion of this document by issuance of an Corrigendum, which would be published on the website and will also be made available to the all the Bidder who have been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

1.11 Enforcement of Terms: The failure of either party to enforce at any time any of the provision of this contract or any rights in respect thereto or to exercise any option here in provided shall in no way be construed to be a waiver to such provisions, rights or options or in any way to affect the validity of the contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have hereunder.

1.12 INFLIBNET Right to reject any of all bids: The competent Authority of INFLIBNET reserves the right to reject any bid and to annul the bidding process and reject all bids at any time prior to award of Contract without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision. Any effort by a bidder or bidder's agent / consultant or representative, whosoever described to influence the INFLIBNET/ in any way concerning scrutiny / consideration / evaluation / comparison of the bid or decision concerning award of contract shall entail rejection of the bid.

1.13 Resolution of Disputes:

- 1.13.1 The place of the arbitration shall be Ahmedabad/Gandhinagar, Gujarat. The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended.
- 1.13.2 The proceedings of arbitration shall be in English language. The arbitrator's award shall be substantiated in writing. The arbitration tribunal shall also decide on the costs of the arbitration procedure.

1.14 Relaxation of Terms and Conditions: The Director, INFLIBNET is empowered to relax any term or condition mentioned herein.

1.15 Bid Evaluation Criteria & Award Criteria: The contract will be awarded for technically suitable lowest evaluated bidder whose bid has been found to be responsive and who is found eligible and qualified as per the tender document. In case two or more agencies are found to have quoted the same rates. The Competent authority of INFLIBNET shall decide about the bidder to which the offer shall be granted based on the report of the past performance of the firm, and length of experience etc. the decision of the Competent Authority of INFLIBNET shall be final.

1.16 Warranty Terms:

- 1.16.1 All goods / materials / Labour work shall be supplied / carried out strictly in accordance with the specifications, drawings, datasheets, other attachments and conditions stated in the Bid / Order / LOI. All materials supplied by the Contractor shall be warranted to be of the best quality of their respective kinds and shall be free from faulty design, workmanship and materials. In event of default originating with the design, material arising at any time during the warranty period of 12 months from the date of FAT, the Contractor shall replace as may be necessary to ensure the material should function in accordance with the specification and to fulfill the

foregoing Warranty without any delay. The Contractor shall warrant that every work executed under the contract shall be free from all defects and faults in material, workmanship etc. for a period of 12 (Twelve) months or from the date of completion report.

- 1.16.2 In the event that the materials supplied do not meet the specifications and/or are not in accordance with the drawings data in terms of this order, and rectification is required at site, INFLIBNET shall notify the Contractor giving full details of difference. The Contractor shall attend the site within three (3) days of receipt of such notice to meet and agree with representatives of INFLIBNET, the action required to correct the deficiency. Should the Contractor fail to attend meeting at site within the time specified above, INFLIBNET shall be at liberty to rectify the work/materials and Contractor shall reimburse INFLIBNET all costs and expenses incurred in connection with such trouble or defect.
- 1.16.3 The Bidder/OEM will warranty that products supplied under the contract are newly made and are free from defects in the design, engineering and workmanship. The bidder would be responsible for the up keep and maintenance of the infrastructure and necessary deliverables under the scope of work during the entire warranty period, as mentioned in Bill of Material, from the date of final acceptance of the work by the customer. The bidder shall not, without the express prior written consent of INFLIBNET, assign to any third party of the contract or part thereof. Service support for the entire warranty period (one year from the final acceptance from the customer) will be on site and comprehensive (including spares) and free of cost for the entire warranty period.
- 1.16.4 In case of failure, the Contractor needs to replace or repair the faulty part/component/device to restore the services at the earliest to the satisfaction of the INFLIBNET. The cost of the repairing or replacement of faulty part/component/device has to be entirely born by the Contractor. All expenses related to part/component/device, including hiring of specialized technical expertise, in case required, has to be borne by the Contractor as part of comprehensive maintenance.
- 1.16.5 The supplier warrants that the goods supplied under this contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract.
- 1.16.6 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 1.16.7 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without cost to the purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced goods or parts from ex-works or ex-factory or ex- showroom to the final destination.
- 1.16.8 If the supplier, having been notified, fails to remedy the defect(S) within the period (15 days). The purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

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(Tender No.INF/PUR/BATTERIES UPS/2018-19)

Annexure T-I

Eligibility Criteria (Checklist for Technical Bid)

The INFLIBNET has set up minimum eligibility criteria for the bidding purpose. All bidding parties must meet following criteria before they apply for the bid. The bidding parties meeting the criteria must enclose their supporting document photocopies along with the proposal as mentioned in technical bid, failing which their bids will be summarily rejected and will not be considered any further.

| <u>Mention Page Numbers</u> | | | | |
|-----------------------------|--|---|---------------|----------|
| Sr. No. | Pre-qualification criteria | Documents to be provided | Attached(Y/N) | Page No. |
| 01. | The bidder must be a company registered under the companies Act, of India/State. Documentary (Certificate of incorporation) evidence to be submitted Registration Certificate to do the business for this service. | I. Certificate of Commencement of business II. Certificate consequent to change of name, if applicable | | |
| 03. | Tenderer should have provided similar services to at least one Government clients/ Autonomous Bodies/ Public sector undertaking during last three years. | Purchase order copy | | |
| 04. | They should be registered with Income Tax and Goods and Service Tax. | I. Attested copy of PAN/GIR Card II. Attested copy of GST | | |
| 06. | Earnest Money Deposit (EMD) of Rs.14,000/-. | Attached with technical bid. | | |
| 07 | They should have their own Bank Account, | | | |
| 09. | Bidder's Details Annexure T-II | | | |
| 10. | Bid form Annexure T-III | | | |
| 11. | Declaration of Bidder Annexure T-IV | | | |
| 12. | The bidder should submit valid letter from the OEMs – Annexure T - V | | | |
| 12. | Declaration of blacklisting/Non Blacklisting - Annexure T-VI | | | |

- While evaluating bids, the document required against above eligibility criteria shall be provided as per this tender as Annexures. Firm shall self-certify each page of the tender document in token of its understanding / acceptance by signing it.
- The bidder is required to enclose self attested photocopies of the following documents along with the Technical Bid, failing which their bids may be summarily/out rightly rejected and may not be considered:

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

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Annexure T-II

Bidder's Details

| | | |
|--|--|--|
| 1 | Name of the Firm/ Company | |
| 2 | Name and Designation of Authorized Signatory | |
| | Communication Address: | |
| | Office Phone No: Mobile No: | |
| | Fax: E-Mail ID: | |
| | GST registration Number: PAN Number: | |
| Particular Details of the Bidders Representative' | | |
| 3 | Name of the Contact Person: Designation: Phone No: Mobile No: E-Mail ID: | |

UNDERTAKING

- 1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.**
- 2. The rates quoted by me are valid and binding upon me for the entire period of contract and period of extension,**

Authorized Signatory (signature in full) : _____

Name and Title of Signatory : _____

Company Rubber Stamp : _____

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Annexure T-III

BID FORM

(Bidders are requested to furnish the Bid Form in the Format given in this section, filling the all details and to be submitted on Letter Head in original)

To
INFLIBNET CENTRE
Infocity, Gandhinagar

Sub: Supply and installation of 80 Nos. of batteries at INFLIBNET CENTRE, Gandhinagar

Dear Sir,

We the undersigned bidder/(s), having read and examined in details the specifications and other documents of the subject tender No. INF/PUR/BATTERIES UPS/2018-19, do hereby propose to execute the job as per specification as set forth in your Bid documents.

The prices of all items stated in the bid are firm during the entire period of job irrespective of date of completion and not subject to any price adjusted as per in line with the bidding documents. All prices and other terms & conditions of this proposal are valid for a period of 90 (ninety only) days from the date of opening of bid. We further declare that prices stated in our proposal are in accordance with your bidding.

We declare that items shall be executed strictly in accordance with the specifications and documents irrespective of whatever has been stated to the contrary anywhere else in our proposal. Further, we agree that additional conditions, deviations, if any, found in the proposal documents other than those stated in our deviation schedule, save that pertaining to any rebates offered shall not be given effect to.

If this proposal is accepted by you, we agree to provide services and complete the entire work, in accordance with schedule indicated in the proposal. We fully understand that the work completion schedule stipulated in the proposal is the essence of the job, if awarded.

We further agree that if our proposal is accepted, we shall provide a Performance Bank Guarantee of the value equivalent to five to ten percent (5-10%) of the Order value as stipulated in Financial Bid.

We agree that INFLIBNET reserves the right to accept in full/part or reject any or all the bids received or split order within successful bidders without any explanation to bidders and his decision on the subject will be final and binding on Bidder.

Dated, thisday of2018

Thanking you, we remain,

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

DECLARATION

I, _____ Son/Daughter/Wife of _____ Resident of _____
_____ Proprietor / Director / Authorized Signatory of the Company / Firm,
mentioned above, is competent to sign this declaration and execute this tender document;

I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No. ____ to _____ (including all documents like annexure(s), schedules(s), etc.,) which form part of the contract agreement and I/We shall abide hereby by the terms / conditions / clauses contained therein.

The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

The corrigendum(s) issued from time to time by your department/organization too have all been taken into consideration, while submitting this declaration letter.

I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) in it's totally / entirely.

In case any provision of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

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Annexure T-V

MANUFACTURER'S AUTHORIZATION FORM

To

INFLIBNET CENTRE
INFOCITY, GANDHINAGAR

WHEREAS _____ who are official producers of _____ and having production facilities at _____ do hereby authorize _____ located at _____

_____ (hereinafter, the "Bidder") to submit a bid of the following Products produced by us, for the Supply Requirements associated with the above Invitation for Bids.

When resold by _____, these products are subject to our applicable standard end user warranty terms.

We assure you that in the event of _____, not being able to fulfill its obligation as our Service Provider in respect of our standard Warranty Terms we would continue to meet our Warranty Terms through alternate arrangements.

We also confirm that _____ is our authorized service provider/system integrator and can hence provide maintenance and upgrade support for our products.

We also confirm that the products quoted are on our current product list and are not likely to be discontinued within 5 years from the day of this letter. We assure availability of spares for the products for the next five years after five years warranty.

We also confirm that the material will be delivered within 60 days from the date of placement of confirmed order.

Name _____ In the capacity of _____

Signed _____

Duly authorized to sign the authorization for and on behalf of _____

Dated on _____ day of _____ 2016

Note: This letter of authority must be on the letterhead of the Manufacturer and duly signed by an authorized signatory.

CERTIFICATE

DECLARATION REGARDING BLACKLISTING/NON BLACKLISTING

I /We Proprietor / Partner (s) / Director (s) of M/shereby declare that the firm/ company namely M/S. has not been blacklisted or debarred in the past by any organization from taking part in Government tenders.

Or

I / We proprietor / partner (s) / Director (s) of M/S..... hereby declare that the firm/ company namely M/S.....Was blacklisted or debarred by any Government Department from taking part in Government tenders for a period ofyears w.e.f..... The period over on And now the firm/ company is entitled to take part in Government tender. In case the above information found false I / we are fully aware that the tender/ contract will be rejected / cancelled by INFORMATION AND LIBRARY NETWORK CENTRE, GANDHINAGAR shall be forfeited. In addition to the above INFORMATION AND LIBRARY NETWORK CENTRE, GANDHINAGAR. Will not be responsible to pay the bills for any completed/ partially completed work.

Signature:.....

Name:

Capacity in which as signed:

Name & address of the firm:

Seal of the firm should
be affixed.

Dated:

Signature of Bidder with seal.

In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of limited company by all the Directors of the company or company secretary on behalf of all directors.

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INDEMNITY BOND

(ON A STAMP PAPER of Rs.100/-)

We,, having a registered office at, have entered into a contract with Information & Library Network (INFLIBNET) Centre having registered office at INFOCITY, Opp. DAICT, Gandhinagar 382 007, vide contract dated, to _____ on outsourcing basis at Information & Library Network (INFLIBNET) situated at INFOCITY, Opp. DAICT, Gandhinagar 382 007.

We do hereby indemnify and keep harmless, Information & Library Network (INFLIBNET) Centre, at all times, whether during the continuation of the aforesaid contract and at any time thereafter, in respect of any claim, demand, compensation, liability, penalty, fines, interests, suits etc. of whatsoever nature made, all actions and proceedings taken against the Institute by any party, employee(s), or workman/woman provided by us, on account of any delay, default, lapse, error, or omission on our part, or of rules and regulations, as may be applicable under the said contract from time to time.

We further undertake to indemnify and keep harmless, Information & Library Network (INFLIBNET) Centre against any claim/compensation arising out of any non-payment or short payment of salaries, wages, overtime, or compensation by whatever name called and compensation and claims arising on account of any accident, injury, death, etc. during the course of their engagement by us for the purpose of this contract, or non-fulfillment of any obligation under any of the labour laws as applicable to the class of workers/employees engaged by us for the purpose of this contract.

We further declare and agree that this Indemnity Bond is an unconditional and irrevocable undertaking by us and is not restrictive in any manner.

Signature of the Tenderer/Authorized Signatory Name of the Tenderer -----

Name and title of Signatory: _____

Stamp of the Company: _____

Telephone No/ Mobile No.-----