

Tender  
For  
**Supply & Installation of the “Battery”**  
at  
Indian Institute of Technology Jodhpur

NIT No. : IITJ/SPS/CSE/2017-18/04  
NIT Issue Date : 24 May 2017  
Last Date of Submission : 14 June 2017 by 3:00 PM



Indian Institute of Technology, Jodhpur  
Old Residency Road, Ratanada, Jodhpur – 342011, Rajasthan  
Tel-fax: 0291- 2449011, e-mail: sps@iitj.ac.in

## Notice Inviting Tender

Indian Institute of Technology (IIT), Jodhpur, Rajasthan (hereinafter referred to as the “Institute”) an Educational Institute of National Importance, invites sealed tenders in two bid format for “Supply & Installation of Battery” from the manufacturer or its authorized dealers. You are requested to quote your best offer along with the complete details of specifications, terms & conditions. The tender document can be downloaded from the Institute website at URL Link: <http://www.iitj.ac.in> or from Central Public Procurement Portal link: <http://www.eprocure.gov.in>.

S. No.	Item Description	Quantity
1.	As per Annexure – I	As per Annexure – I

Quotation should be sealed and superscripted with tender number and due date of submission and address to:

**“Officer-in-charge  
Office of Stores and Purchase  
IIT Jodhpur  
Old Residency Road, Ratanada  
Jodhpur – 342 011, Rajasthan”**

The sealed quotations should reach the Institute, latest by **June 14, 2017 at 03:00 PM** and it will be opened on same day at **June 14, 2017 at 04:00 PM** in the Conference Room, Administrative Block of the Institute in the presence of the bidder(s) or their authorized representative(s), who will present at the scheduled date and time.

### Terms & Conditions:

- 1. Earnest Money Deposit:** The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of Rs 60,000/- (Rupees fifteen thousand only) which is refundable and a non-refundable tender fee of Rs 500/- (Rupees five hundred only) by way of demand draft only. The demand drafts shall be drawn in favor of “Director, IIT Jodhpur” payable at Jodhpur.

The EMD of the successful bidder shall be returned after the completion of contract / order and for unsuccessful bidder(s) it would be returned after award of the contract. Bid(s) received without demand drafts of EMD and tender fees shall be liable for rejection.

The firms who are registered with National Small Industries Corporation (NSIC) / or Small Scale Industrial (SSI) are exempted to furnishing the EMD and tender fee.

2. **Rates:** Rates should be quoted on FOR destination at IIT Jodhpur Permanent Campus, Nagaur Road, Karwar, Jodhpur-342037 on **DOOR Delivery Basis**, inclusive of all the charges, with breaks-ups as Annexure – III:

- (i) Basic Cost.
- (ii) VAT / CST as applicable.
- (iii) Total Cost (F.O.R at IIT Jodhpur).

**Note:** Institute is registered with DSIR, Govt. of India (Custom Duty Notification No. 51/96-Custom dt: 23 July, 1996 and Central Excise Duty Notification No. 10/97- Central Excise dt: 1 March, 1997) and is therefore, exempted from Excise Duty and partial exempted from Custom Duty (CD applicable to IIT Jodhpur is 5.15%). Exemption certificate of the same shall be issued.

3. **Validity:** The quoted rates must be valid for period of 180 days from the date of closing of the tender. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. If the bidder quotes the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected. In case the tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.
4. **Delivery & Installation:** All the goods ordered should be delivered within 04 weeks from the date of the receipt of the purchase order / date of opening of Letter of Credit, and satisfactory installation / commissioning and handover of the equipment will be completed within 02 week from the date of receipt of the material at the Institute premises and it will be ready to use within 06 weeks on faultless working condition from the date of the issue of the purchase order or within such time as may be extended by the Institute.

In case the tenderer need / or quoted more time for the completion of the order / project, for evaluation and comparison , Institute will convert all the proposal in single format with up-loading the LD charges of the extra time required on the quoted price.

**Satisfactory Installation:** Satisfactory installation / commissioning and handing over of the equipment mean the faultless functioning of the equipment for a minimum period of 30 days after satisfactory installation.

**Liquidated Damages (LD):** If the supplier would fail to perform the satisfactory installation / commissioning of the equipment and/ or which is not ready to use within stipulated time then penalty at the rate of 1% per week subject to maximum of 10% of the order value will be deducted.

**Extension of Delivery & Installation Period:** If the supplier would be unable to complete the project / order within the stipulated time, for which the supplier is responsible, it is required to request for the extension of the delivery period, it may be extended with the imposing of the liquidated damages.

In case the supplier would fail to complete the order / project within the stipulated time, Institute reserves the right to cancel the contract / order and performance security / EMD may be forfeited.

#### **4. Guarantee / Warranty:**

Tender must be quoted with the three (03) years comprehensive on-site Warranty / Guarantee and it will commence from the date of the satisfactory installation / commissioning of equipment against the defect of any manufacturing, workmanship and poor quality of components and tenderer also give the guarantee / warranty declaration in prescribed format as attached with tender as Annexure – IV.

**Downtime:** During warranty period not more than 5% downtime will be permissible. For downtime exceeding 1%, penalty equal to 1/365 of the 5% of the order value per day may be imposed. Downtime will be counted from the date and time of the filing of complaint within the business hours.

#### **5. Performance Security:**

After the award of work, the supplier shall be required to submit the performance security in the form of irrevocable bank guarantee in the prescribed format (Annexure – V) issued by any Nationalised/Scheduled Bank / or Fixed Deposit Receipt, for an amount equal to the 10% of order value and **it will be kept valid for a period of 60 days beyond the date of completion of warranty period. Warranty Period will be commenced from the date of the installation of the supplied item. Hence, be careful at the time of calculation of the validity date of Performance Bank Guarantee.**

#### **6. Payment Term:**

100% payment shall be released against receipt of the goods at the Institute premises and after the successful installation / commissioning of the ordered goods against the submission of the test report.

7. Only manufacturer(s) or their sole authorized distributor / agent are eligible to bid. Authorization letter in the prescribed format (Annexure – II) from Original Equipment Manufacturer (OEM) in favor of authorized Agent to bid / negotiate / conclude the order against this tender, must be enclosed with technical bid.

8. The tenderer should not have been debarred or blacklisted by any Central / State Government Departments of India. An affidavit to that effect on Non-Judicial stamp paper of 10/- duly notarized must be enclosed with the technical bid in prescribed format. The proforma of the affidavit is attached with the tender as Annexure – III.

9. Bidder shall submit a copy of the tender document and addenda thereto, if any, with each page of this document should be signed and stamped to confirm the acceptance of the entire terms & conditions as mentioned in the tender enquiry document.

10. Applicable Law:

- The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings / processing.
- Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Jodhpur, Rajasthan, India only.
- The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Jodhpur. The decision of the Arbitrator shall be final and binding on both the parties.
- Force Majeure: Any delay due to Force Majeure will not be attributable to the supplier.

11. After due evaluation of the bid(s), the Institute will award the contract to the lowest evaluated responsive tenderer.

12. Conditional bid will be treated as unresponsive and it may be rejected.

13. The Institute reserves the right to accept in part or in full or reject any or more quotation(s) without assigning any reasons or cancel the tendering process and reject all quotations at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidder(s).

14. **Jurisdiction:**

The courts at Jodhpur alone will have the jurisdiction to try any matter, dispute or reference between parties arising out of this tender / contract. It is specifically agreed that no court outside and other than Jodhpur court shall have jurisdiction in the matter.

### OEM Eligibility Criteria

Sr. N.	OEM Eligibility Criteria
1	Three (3) year warranty certificate from original manufacturer only.
2	Batteries OEM should be ISO 9001:2000 & ISO 14001 certified
3	Batteries should not be more than 3 Months old
4	Battery Batch code and decodification key will be given to user by supplier
5	The OEM should have a registered office in India from last 10 Years.
6	Batteries life cycle is minimum 10 years, certificate should be providing by OEM.
7	OEM warehouse or support center should be available in Rajasthan.

### Bidder Eligibility Criteria

Sr. N.	Bidder Eligibility Criteria
1	Bidder should be provided OEM authorization letter (MAF).
2	Certificate should be providing as per OEM eligibility criteria.
3	Bidder should be quoted the price with buyback option. (Existing batteries make Rocket, 200 Ah, 12 volt SMF.

Sr. N.	Existing Modular UPS details
1	We have 120 KVA modular UPS model is MXRAPM 30*4 with 3 phase input/output
2	Total load in UPS is 40-45% currently.

## Annexure – I

<b>Supply and Installation</b>		
<b>Sr. N.</b>	<b>Descriptions:</b>	<b>Quantity</b>
1	12V-200Ah Sealed Maintenance Free (SMF) VRLA Batteries	80

### Technical Specifications of battery

<b>Sr. N.</b>	<b>Batteries Technical Specification</b>	<b>Comply Y/N</b>						
1	12V-200Ah Sealed Maintenance Free (SMF) VRLA Batteries for online modular UPS.							
2	Three (3) Years or above onsite warranty.							
3	Operation room temperature 20 <sup>0</sup> to 40 <sup>0</sup>							
4	Batteries performance/Backup criteria as per mention below.							
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">Full load</td> <td style="width: 33%;">60% Load</td> <td style="width: 33%;">40% Load</td> </tr> <tr> <td>1 Hour Backup</td> <td>1.5 Hours</td> <td>3 Hours</td> </tr> </table>	Full load	60% Load	40% Load	1 Hour Backup	1.5 Hours	3 Hours	
Full load	60% Load	40% Load						
1 Hour Backup	1.5 Hours	3 Hours						
5	Batteries are running in HA mode (40x2 Bank)							
6	Batteries container material is "ABS"							
7	Installation and testing should be done by OEM, and also use the existing battery breaker (BCB) and cables. (Dismantle and Reinstallation)							
8	Make a battery stand against existing stand. (Replace with existing stand)							
9	Battery should be installed in IIT Jodhpur karwar road campus and other accessories need to be taken from temporary campus.							

## Annexure – II

### FORMAT FOR MANUFACTURER'S AUTHORISATION LETTER TO AGENT (on letter head)

Ref. No.

Date:

To,  
The Director  
Indian Institute of Technology Jodhpur  
Old Residency Road, Ratanada, Jodhpur - 342011.

#### **Sub.: Authorization Letter.**

Dear Sir,

We, \_\_\_\_\_, who are established and reputed manufacturers of \_\_\_\_\_, having factory at \_\_\_\_\_, hereby authorize M/s. \_\_\_\_\_ (name & address of Indian distributor /agent) to bid, negotiate and conclude the order with you for the above goods manufactured by us.

We shall remain responsible for the tender / contract / agreement negotiated by the said M/s. \_\_\_\_\_, jointly and severally.

We ensure that we would also support / facilitate the M/s \_\_\_\_\_ on regular basis with technology / product updates for up-gradation / maintains / repairing / servicing of the supplied goods manufactured by us, during the warranty period.

In case duties of the Indian agent / distributor are changed or agent / distributor is changed it shall be obligatory on us to automatically transfer all the duties and obligations to the new Indian Agent failing which we will ipso-facto become liable for all acts of commission or omission on the part of new Indian Agent / distributor.

Yours faithfully,

[Name & Signature]

for and on behalf of M/s. \_\_\_\_\_ [Name of manufacturer]

**Note:** This letter of authorisation should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer. A copy of notarised power of attorney should also be furnished.



## Annexure – III

### DECLARATION REGARDING BLACKLISTING/DEBARRING FOR TAKING PART IN TENDER.

(To be executed & attested by Public Notary / Executive Magistrate on Rs.10/- non-judicial Stamp paper by the bidder)

I / We \_\_\_\_\_ Manufacture / Partner(s)/ Authorized Distributor /agent of M/S. \_\_\_\_\_ hereby declare that the firm/company namely M/s. \_\_\_\_\_ has not been blacklisted or debarred in the past by Union / State Government or organization from taking part in Government tenders in India.

Or

I / We \_\_\_\_\_ Manufacture / Partner(s)/ Authorized Distributor / agent of M/S. \_\_\_\_\_ hereby declare that the Firm/company namely M/s. \_\_\_\_\_ was blacklisted or debarred by Union / State Government or any Organization from taking part in Government tenders for a period of \_\_\_\_\_ years w.e.f. \_\_\_\_\_ to \_\_\_\_\_. The period is over on \_\_\_\_\_ and now the firm/company is entitled to take part in Government tenders.

In case the above information found false I/we are fully aware that the tender/ contract will be rejected/cancelled by Director, IIT Jodhpur, and EMD/ Performance Security shall be forfeited.

In addition to the above Director, IIT Jodhpur will not be responsible to pay the bills for any completed / partially completed work.

DEPONENT

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**Attested:**

(Public Notary / Executive Magistrate)

## Annexure – IV

### CERTIFICATE OF GUARANTEE/WARRANTY (on letter head)

I / We certify that the guarantee / warranty shall be given for a period of three (03) years starting from the date of the satisfactory installation, commissioning and handing over of the equipment and the work completed under the contract. During the guarantee / warranty period, I / we shall provide the “after sale service” and the replacement of defective / or any part(s) of the equipment or rectification of defects of work of the equipment will be free of cost. The replacement of the parts shall be arranged by us, at our own cost and responsibility. We undertake that the above guarantee / warranty shall begin only from the date of handing over of the equipment. The benefit of change in dates of the guarantee / warranty period shall be in the interest of the user / your organization.

During the warranty period, we shall provide atleast **4 preventive maintenance visits per year**.

Uptime Guarantee: During the guarantee / warranty period, we will be responsible to maintain the equipment including all the accessories in the satisfactory faultless working conditions for a period 347 days (i.e. 95% uptime) in a block of 365 days.

- All complaints will be attended by us within 4 working days of receipt of the complaint in our office.
- In case there is delay of more than 4 days in attending the complaint from our side then the Institute can count the number of days in excess of the permissible response time in the downtime. The above said response time of 4 days for attending to a complaint by us will not be counted in the downtime.
- Penalty: We shall pay a penalty equivalent to 0.5 % of the order value of the equipment for every week or part thereof delay in rectifying the defect.

No deduction or advantage of any kind on account of Sundays, half days or Public / Govt. holidays observed by the Institute shall be allowed from the total down time permissible as defined above. The right to accept the reason(s) for delay and consider reduction or waive off the penalty for the same shall be at the sole discretion of the Institute.

I / We shall try to repair the equipment at Institute premises. However, in case it is not possible to repair the equipment at Institute premises, we will take out the equipment to our site on our own expenses. We shall take the entire responsibility for the safe custody and transportation of the equipment taken out for repairs

till the equipment is rehabilitated to the Institute after repair. If any loss of equipment occurred during our custody, we will restore it / compensate to Institute for such losses.

I / We guarantee that in case we fail to carry out the maintenance work within the stipulated period, the Institute reserves the right to get the maintenance work carried out at our risk, cost and responsibility after informing us. All the expenses including excess payment for repairs / maintenance shall be adjusted against the Performance Bank Guarantee. In case the expenses exceed the amount of the Performance Bank Guarantee, the same shall be recoverable from us with / without interest in accordance with the circumstances.

I / We undertake to perform calibration after every major repair / breakdown / taking the equipment out for repair from the Institute premises.

I / We guarantee that we will supply spare parts, if and when required on agreed basis for an agreed price. The agreed basis could be an agreed discount on the published catalogue price.

I / We guarantee to the effect that before going out of production of the spare parts, we will give the adequate advance notice to Institute so that Institute may undertake to procure the balance of the life time requirements of the spare parts.

Authorized signatory of the company with seal

# Annexure-V

## BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

The Director  
Indian Institute of Technology Jodhpur,  
Jodhpur (India) 342011.

WHEREAS..... (Name and address of the Supplier) (hereinafter called “the Supplier”) has undertaken, in pursuance of contractno..... dated ..... (hereinafter called “the contract”) to supply .....

AND WHEREAS it has been stipulated by you in the said contract that the Supplier shall furnish you with a bank guarantee by a scheduled/nationalized bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with and due performance of the contract;

AND WHEREAS we have agreed to give the Supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Supplier, up to a total of .....(amount of the guarantee in words and figures), and we hereby irrevocably and absolutely undertake to pay you immediately, upon your first written demand declaring the Supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of(amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

The Bank guarantee shall be interpreted in accordance with the laws of India. The Guarantor Bank represents that this Bank Guarantee has been established in such form and with such content that is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

The Bank Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank or the Supplier. The Bank further undertakes not to revoke this Guarantee during its currency except with the previous express consent of the Buyer in writing.

The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for an on behalf of the Bank.

This guarantee shall be valid up to and including the ..... day of ....., 20.....

.....

(Signature with date of the authorised officer of the Bank)

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

# Annexure - VI

## Format for Financial Bid

(To be submitted on the letterhead of the company / firm)

Ref. No.

Dated:

S. No.	Description	Qty.	Unit Rate	Total Amount
1.	Basic Price of the equipment			
2.	Buy Back Price			
3.	Other charges (if any, specify in brief)			
4.	VAT / CST (As applicable)			
Total				

### Note:

1. I/We have gone through the entire terms & conditions as stipulated in the tender enquiry document and confirm to accept and abide the same.
2. No other charges would be payable by the Institute.

Authorized signatory of the company with seal

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