



**Assam University: Diphu Campus
Diphu Karbi Anglong Assam,
Diphu- 782462**

File No: AUDC/PHY/DST-FIST/PSI-192/2014

Dated: 31/08/16

To,

SUBJECT: Notice inviting quotation for supply of 10 KVA online UPS system

Dear Sir / Madam,

The Assam University Diphu Campus invites quotations for **supply of 10 KVA online UPS system for Physics Department, AUDC** as per details mentioned below in Section II of the Bid, The quotation in two bid systems is to be submitted in sealed envelopes to the undersigned on or before 21th September 2016, 1200 hrs. The invitation to tender is subject to fulfillment of instructions and conditions as per the details given below:

- a) Section-I: Rules and Regulation including Eligibility Conditions.
- b) Section-II: Technical Requirements.
- c) Section-III: BID Security and Performance Security
- d) Annexure-I: Statement of Compliance Certificate (Duly filled, signed and sealed copy of Statement of Compliance to essential Terms & Conditions as per the details given below:
- e) Annexure-II: performance bank guarantee.
- f) The bid documents are not transferable and the seal and signature of the authorized official of firms must appear on all the papers and envelopes submitted.

Kindly read Section I and II which are fully understood and complied. No correspondence shall be entertained in case your quotation is rejected on ground of not complying with our instructions, terms and conditions. In case of doubt please contact us either by email (hazarikasubrata@rediffmail.com) or by Cell Phone (+919435155925).

Thanking you.

Yours Sincerely,

Sd/-
Head, Department of Physics
Assam University Diphu Campus

Section-1
Schedule to invitation to Tender

1. Important date and Time :

- | | | |
|-------|---|--|
| (i) | Last date and time of receipt of Tender | : 21.09.2016, 1200 HRS |
| (ii) | Due date & time of opening Tender | : 21.09.2016, 1500 HRS |
| (iii) | Venue of Bid opening | : Department of Physics, Assam
University Diphu Campus, Diphu |

On the day of Tender Opening only Techno Commercial Bids (Technical Bid) will be opened. Price/Commercial Bid will be opened on a fixed later date for the successful Technical bidders.

2. The Tender is to be submitted under “TWO BID” system viz., Two separate sealed covers of which one should contain Techno Commercial bid (except price) with superscription as “Technical Bid”, and other should contain commercial / price Bid with superscription as “Price Bid”. Both the bids are to be packed in one sealed cover with superscription as “Tender for Supply of 10 KVA online UPS system”.

The address of the firm submitting the quotation and the officer to whom the quotation is addressed must appear distinctly on sealed covers. Further, on top sealed cover (containing both the Bids), the following are to be written:

<p>QUOTATION FOR SUPPLY OF 10 KVA online UPS system. Individual NIQ No.....</p> <p style="text-align: center;">LAST DATE OF SUBMISSION : 21.09.2016 (1200 HRS)</p> <p style="text-align: center;">To,</p> <p style="text-align: right;">Head, Department of Physics Assam University Diphu Campus, Diphu, Karbi Anglong, Assam Pin-782462</p> <p>From : M/s _____ Phone No. : _____ Email ID : _____</p>
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3. Submission of Compliance Certificate: **Duly filled and signed Compliance Certificate (as per format at ANNEXURE-I) must be enclosed.**
4. Bid not transferable: **The bid documents are not transferable and the seal and signature of the authorized official of the firm's must appear on all the papers and envelopes submitted.**
5. **Rates (to be submitted in price/commercial bid in separate envelope):** Rates quoted for indigenous items should be on **FOR Assam University Diphu Campus, on DOOR DELIVERY basis**, with break-ups as per details below.

	Particulars	Rate
I	Basis Price (Ex work)	
II	Sales Tax (CST/VAT)	
III	Transportation charge up to AUDC premises	
IV	Transit Insurance covering All Risk up to AUDC premises	
V	Excise Duty against Exemption Certificate	
VI	Installation & Commissioning Charge, if any	
	Grand total on door delivery at Assam University Diphu Campus	
VII	Annual Maintenance Contract rate (after expiry of warranty period)	

Note: Vague terms like “packing, forwarding, Transportation etc. extra” without mentioning the specific amount will not be accepted. Such offers shall be treated as incomplete and rejected. Bidders shall indicate their rates in clear/visible figures as well as in words and shall not alter/overwrite/make cutting in the quotation. In case of a mismatch, the rates written in words will prevail. AMC price will not be taken into consideration for evaluation of the Price Bid.

6. **Validity of Quotation:** Quoted rates must be valid for **120 days** from the last date of submission of quotation.
7. **Warranty:** The quoted equipment and components must be warranted for a minimum of one year.
8. **Literature a must:** All the quotations must be supported by the printed technical leaflet/literature and the specifications mentioned in the quotation must be reflected/supported by such printed technical leaflet/literature. The model and specifications quoted should invariably be highlighted in the leaflet/literature for easy reference.
9. **After Sales Service:** In case of imported goods, vendors should clearly state the available nearest after sales service centre and detail address in India, preferable in Guwahati, without which their offers shall be liable for rejection.
10. **Dealership Certificate:** Dealers or Agents quoting on behalf of manufacturer must enclosed valid dealership certificate.
11. **Quality Certificates:** Valid certificate to prove that the products are genuine and of International standard, as mentioned below, must be enclosed.
12. **Earnest Money/Security Deposit:** Rs.5000/- (Rupees five thousand only) is to be furnished with Techno Commercial Bid. The Earnest Money Deposited (**EMD**) to be **submitted** in the form of Demand Draft drawn in favor of Assam University, Diphu

Campus, issued from a Nationalized Bank and payable at Diphu. Offers received without Earnest Money or valid Certificate shall be summarily rejected. If exemption is sought from production of EMD, the same should clearly be mentioned indicating the clause under which exemption is sought. Submission of EMD is exempted under the following conditions:

- (i) Firms which are specifically registered for the required items with DGS&D or with NSIC. Copy of valid registration must be enclosed along with the quotation.

13. Performance Bank Guarantee

The successful bidder, to whom the Purchase Order is placed, shall furnish an unconditional performance Bank

Guarantee from a scheduled Bank of India, for 10% of the Purchase Order value, within 21 days of placement of order. In case of foreign purchase the local Agent shall submit the PBG. Where the PBG is to be necessarily given by a foreign bank it shall be endorsed by its counterpart in India. Validity of the

PBG, which shall be effected from the date mentioned therein, shall be at least 14 months+ expected delivery period. In case 14 months of validity is not possible, then when the system is delivered, the PBG's validity will have to be suitably extended before payment is released.

- (i) **By submitting the PBG, the vendor is understood to have guaranteed that,**
 - (a) The Purchase Order (PO) shall be executed as per terms and conditions mentioned therein.
 - (b) The equipment shall function satisfactorily for a period up to 60 days after the warranty period.
 - (c) The equipment and components are free from poor workmanship, bad quality, and faulty designs.
 - (d) The vendor shall at his/their own cost rectify/replace the defects, if any, during the guarantee period.
 - (e) The guarantee is to the extent of 10% of the order value.
- (ii) **Condition for invoking PBG:** In case of failure to comply with the guarantees above, AUDC may terminate the contract/ purchase order in whole or in part and forfeit the PBG. In addition, AUDC may, at its discretion, procure upon such terms and in such manner as it deems appropriate, goods similar to the undelivered items/products and the defaulting supplier/vendor shall be liable to compensate AUDC for any extra expenditure involved.”

14. Delivery:

a) Time Limit: Maximum within 45 (forty five) days from the date of issue of purchase order.

b) Save Delivery: All aspects of safe delivery shall be the exclusive responsibility of the vendor. At the destination site, the package will be opened only in the presence of AUDC user/representative and vendor's representative. The intact condition of the package and the seal / indicators for not being tampered with shall form the basis for certifying the receipt in good condition.

c) **Insurance:** The supplier is to establish 'All Risk Transit Insurance' coverage till door delivery at AUDC

d) **Part Delivery:** Part delivery is not allowed.

e) **Penalty Delay delivery:** The date of delivery should be strictly adhered to otherwise the AUDC reserves the right not to accept delivery in part or full.

15. Genuine Pricing: Vendor is to ensure that quoted price is not more than the price offered to any other customer in India to whom this particular item has been sold, particularly to Institutes and other Government Organization. Copy of the latest price list for the quoted item, applicable in India, must be enclosed with the other.

16. Conditional tenders not acceptable: All the terms and conditions mentioned herein must be strictly adhered to by all the vendors. Conditional tenders shall not be accepted on any ground and shall be rejected straightway. Printed conditions mentioned in the tender bids submitted by vendors will not be binding on AUDC.

17. Road Permit & Entry Tax :

- (a) Road Permits: Road Permits (Waybills) shall be issued as applicable for delivery of materials against receipt of Order Acknowledgement and Proforma invoice.
- (b) Entry Tax: Assam Govt. Entry Tax – usually @ 4% [to be paid by AUDC, not by the vendor], wherever applicable, will be added while evaluating cost status of the concerned equipment to be supplied by vendors from outside the State of Assam.

18. VAT/CST :

- (a) Up-to-date Sales Tax clearance certificate, CST/VAT Registration Certificate Indicating also the TIN number of the firm must be clearly mentioned in the quotation. For exemption from paying Octroi duty, wherever required, the Institute shall issue necessary certificates.
- (b) Concessional Form C & D is not applicable to us.
- (c) VAT Deduction at source: In case of supplier within Assam, VAT deduction at source, as per Order/notification of the Govt. of Assam will be applicable.

19. Late and delayed tender: Late and delayed tender will not be considered. In case any unscheduled holiday occurs on the prescribed closing/opening date the next day shall be the prescribed date of closing/opening.

20. Payment :

- (a) 100% Payment within 45 days from the date of successful delivery, Installation and commissioning/acceptance of goods at AUDC, generally through A/c payee cheque.

OR

- (b) 90% Payment against delivery and 10% payment after successful installation and/or commissioning of the ordered goods at site.

Please note as per University norm advance payment is not allowed for indigenous purchase.

21. PENALTY FOR DELAYED DELIVERY :

In case of supply order for the scientific equipments/apparatus, the date of delivery should be strictly adhered to. In the event of delayed delivery, installation & commissioning i.e. after the expiry of the period as agreed by both the parties, the vendor shall be liable for a penalty deduction at a percentage of the value of the undelivered equipment subject to a maximum of 10%(ten percent) as detailed below:

- @ 1% up to one week;
- @ 2.5% up to two weeks;
- @ 5% up to three weeks;
- @ 10 % up to four weeks and above

For the purpose of this clause, part of the week is considered as a full week. In case of delayed delivery, the AUDC reserves the right not to accept the subject consignment.

22. Excise Duty Certificate: Excise duty exemption certificate will be issued as applicable, against receipt P.O. Acknowledgement.

23. Enquiry during the course of evaluation not allowed: Not enquiry shall be made by the bidder(s) during the course of evaluation of the tender till final decision is conveyed to the successful bidder (s). However, the Purchase Committee or its authorized representative (AUDC) can make any enquiry /seek clarification from the bidders. In such a situation. The agency shall extend full co-operation. The bidders may also be asked to arrange demonstration of the offered items, in a short period notice, as such the bidders have to be ready for the same.

24. Acceptance of quotations: The Acceptance of the quotation will rest solely with the AUDC, who in the interest of the Institute is not bound to accept the lowest quotation and reserves the right to himself to reject or partially accept any or all the quotations received without assigning any reasons.

25. Force Majeure :

If the performance of the obligation of either party is rendered commercially impossible by any of the events hereafter mentioned that party shall be under no obligation to perform the agreement under order after giving notice of 15 days from the date of such an event in writing to the other party, and the events referred to are as follows:

- I) Any law, statute or ordinance, order action or regulations of the Government of India,
- II) Any kind of natural disaster, and
- III) Strikes acts of the public enemy, war, insurrection, riots, lockouts, sabotage.

26. Termination of default : Default is said to have occurred

- (a) If the equipment or any of its component is found having poor workmanship, faulty designs, poor performance and bad quality of materials used.
- (b) If the supplier fails to deliver any or all of the services within the time period(s) specified in the purchase order or any extension thereof granted by AUDC.
- (c) If the supplier fails to perform any other obligation(s) under the contract.
- (d) Under the above circumstances AUDC may terminate the contract / purchase order in whole or in part and forfeit the EMD/PBG as applicable. In addition to above, AUDC may at its discretion also take the following actions: AUDC may procure, upon such terms and in such manner, as it deems appropriate, goods similar to the

undelivered items/ products and the defaulting supplier shall be liable to compensate AUCD for any extra expenditure involved towards goods and services obtained.

27. Applicable Law:

- (a) The contract shall be governed by the laws and procedures established by Govt. of India and the subject to exclusive jurisdiction of Competent Court and Forum in Diphu or India only.
- (b) Any dispute arising out of this purchase shall be referred to the Registrar, Assam University Silchar, and if either of the parties hereto is dissatisfied with the decision, the dispute shall be referred to the decision of an Arbitrator, who should be acceptable to both the parties, to be appointed by the Assam University. The decision of such Arbitrator shall be final and binding on both the parties.

Section-II

Technical Requirement and Scope of work

A. Requirements/Technical Specifications:	
Technical specifications of the item to be purchased	Quantity
Online UPS System : 10 KVA, at least Half an hour backup Input : 230 V AC, 3 Phase Input; Frequency : 50 Hz; OutPut : 220/230 V AC, three phase out put; Output Wave form : sine wave form. The product should be from a reputed manufacturer.	01

B. Scope of Work :

- **It will be the responsibility of the supplier to deliver the ordered materials and install the systems at the Department of Physics, Assam University Diphu Campus, Diphu, Karbi Anglong, Assam.**
- **All required materials for satisfactory installation are to be provided by the supplier at their own cost.**

Section-III

BID Security and Performance Security

1. Except the valid and prescribed BID Security Deposit (Earnest Money Deposit) as per the clause stated in Section-1, the offer/tender will be treated as cancelled.
2. No interest is payable on the BID SECURITY DEPOSIT AMOUNT.
3. The bid security will be returned to the unsuccessful bidder. It will be returned to the successful bidder after receipt of the performance Security Deposit from them.
4. In case of withdrawals or amends or impairs or derogates or non-compliance of Tender condition(s) of the offer in any respect within the validity period of the tender or refusal of furnishing PERFORMANCE SECURITY DEPOSIT in the event of getting intimation of awarding the Purchase Order, the BID SECURITY amount is liable to the forfeited.
5. The successful bidder, irrespective of its registration status (ie. NSIC or DGS & D), is to submit Performance Security Deposit amount 10% of the order value before issuing Purchase Order.
This Performance Security Deposit should remain valid for a period of 60 days beyond the date of completion of all contractual obligation of the supplier including warranty period.
6. Performance Security Deposit is to be furnished in way of Bank Guarantee in the form to be provided later. In case of non-delivery of the ordered materials in time or/and for any other bad delivery performance or/ and failure to render contracted service during warranty period (summarily non compliance of due performance of contract by the supplier to whom order has been awarded), the Performance Security Deposit will be forfeited.
7. The Performance Security Deposit amount will be returned to the supplier after satisfactory completion of the delivery as well as the warranty period of the delivered stores as per terms and conditions of the Purchase Order.

Head, Department of Physics
Assam University Diphu Campus

Encl: Annexure-I, Annexure-II

ANNEXURE – 1

COMPLIANCE CERTIFICATE

(A certificate of compliance to NIQ terms to be enclosed in the Technical bid)

Sl.No.	NIQ Terms and Condition	Yes/No
01	Rate quoted as per instruction	
02	AMC rate after warranty provided	
03	Validity of quoted rate for 120 days agreed	
04	Security Deposit i.e. EMD submitted (appropriate certificate enclosed)	
05	Performance Security in the form of PBG term agreed	
06	Payment term agreed	
07	Delivery terms agreed	
08	Warranty period agreed	
09	Literature : Printed Literature provided	
10	Dealership/ distributorship certificate (in case of dealers/agents) provided	
11	Sales Service : address of after Sales Service centre in India provided	
12	Manufacturer certificate provided	
13	ISO/ISI certification provided	
14	Applicable Law terms agreed	

Sign.:.....

Vendor: M/s.....

Official seal of the vendor

ANNEXURE – II

PERFORMANCE BANK GUARANTEE

To :

The Registrar,
Assam University Silchar
Silchar 788011

WHEREAS.....(Name of Supplier) hereinafter called “the Supplier” has undertaken, in pursuance of contract No:....., dated..... 20.... supply.....(Description of Goods and Services) hereinafter called “the order”.

AND WHEREAS it has been stipulated by you in the said order that the supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the order.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

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 undertake to pay you, upon your first written demand declaring the Supplier to be in default under the order and without cavil or argument, any sum or sums within the limit 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.

This guarantee is valid until theday of20.....

Signature and Seal of the Guarantors

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.....

.....

Date.....20....

Address

.....

.....

All correspondence with reference to this guarantee shall be made at the following address:

Head, Department of Physics
Assam University Diphu Campus
Diphu 782462, Karbi Anglong, Assam