

**Government of India
Central Water & Power Research Station
Khadakwasla, Pune – 411 024**

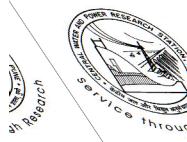
TENDER DOCUMENT

FOR

**Supply and Installation of Sealed Maintenance Free
Batteries for two 7.5 KVA UPS Systems**

Total Pages: 15

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**GOVERNMENT OF INDIA
MINISTRY OF WATER RESOURCES, RIVER DEVELOPMENT
& GANGA REJUVENATION
CENTRAL WATER & POWER RESEARCH STATION,
KHADAKWASLA, PUNE-24**

**THIS DOCUMENT FROM PAGE 2 ONWARDS SHOULD BE RETURNED IN
ORIGINAL DULY SIGNED**

BID DOCUMENT FOR

**Supply and Installation of Sealed Maintenance Free
Batteries for two 7.5 KVA UPS Systems**

INQUIRY NO.	:	_____
NAME OF BIDDER	:	
PHONE	:	
FAX	:	
LAST DATE FOR RECEIPT OF BIDS	:	UPTO 14:30 HOURS
		15.11.2016
DATE OF OPENING OF BIDS	:	UPTO 15:00 HOURS
		15.11.2016

THIS BID DOCUMENT CONTAINS THE FOLLOWING:

- TENDER NOTICE
- TERMS & CONDITIONS AND DOCUMENTS TO BE ENCLOSED ALONGWITH BIDS.
- MANNER OF SUBMISSION OF BIDS
- BILL OF QUANTITY
- TECHNICAL SPECIFICATIONS (Annexure I)
- COMPLIANCE STATEMENT

THE BIDDER SHOULD READ ALL THE INSTRUCTIONS IN THE DOCUMENT THOROUGHLY BEFORE SUBMITTING THE BID AND ADHERE TO THE DATES GIVEN.

EXECUTIVE ENGINEER (CIVIL)

SIGNATURE AND SEAL OF BIDDER

[2]



15.11.2016.

Executive Engineer (Civil)

2.0 TERMS AND CONDITIONS

A) GENERAL

1. **ADHERENCE TO ALL THE TERMS AND CONDITIONS:** The bidder should adhere to all the terms and conditions. If there is any discrepancy in complying with any term and condition laid down, the bid is liable to be rejected and decision of the competent authority would be binding on the bidder.

2. **DUE DATE :** The bid received after the due date and time will be rejected.

3. **BID CLARIFICATION :** The bidder may obtain the required clarification if any, before presenting the bid. No clarification will be sought after opening of the tender.

4. **DOCUMENTS REQUIRED:** The documents of valid registration, contracts, authorization, dealership certificate for arranging supply of stores / instruments etc. should be supplied or it is likely that the bids would not be evaluated.

5. **Bid Submissions :** The Bids can only be submitted in the name of the bidder in whose name the bid documents were issued. The tender papers filled-in and completed in all respects, shall be submitted together with requisite information and supporting documents. It shall be complete and free from ambiguity, change or interlineations. The bidder's tender and any notations or accompanying documentation shall be in English language.

6. **REJECTION OF BID :** The Bid referred to above, if not returned or if returned but not duly filled-in, will be liable to result in rejection of the tender. The competent authority reserves the right to accept or reject any or all the bids without assigning any reasons therefore.

7. **VALIDITY PERIOD OF OFFER :** The tender shall be valid for acceptance for the period as indicated in the "Invitation to Bid" (hereinafter referred to as validity period) and shall not be withdrawn on or after the opening of tenders till the expiration of the validity period or any extension thereof. The offers of these suppliers who have not kept the validity open till the period stipulated in the tender will be treated as un-responsive and will be ignored without making any back reference. The tenderer will undertake not to vary/modify the tender during the validity period or any extension thereof.

8. **LOWEST BIDDER (L1):** L1 vendor (bidder) shall be decided on the comprehensive total cost of all items in Technical specifications of material. Single option with most economical prices for the machine / equipment meeting specification ONLY will be accepted. Financial evaluation on common platform i.e. the cost incurred by CWPRS in getting the goods at their premises

(concessional custom duty, transport and insurance) shall be included in arriving at the lowest bidder L1. Exchange rate on the date of opening of financial bid will be considered.

9. **BILL OF QUANTITY** : The quantities of procurement are stated in “Bill of Quantity”.

10. **VALIDITY OF THE BID** : The bid for the work / supply shall remain open for a period of 90 days from the date of opening of bids. The Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the earnest money if any bidder withdraws his bid before that date or makes any modification in the terms and conditions of the bid which are not acceptable to the department, and to forfeit whole of the earnest money if the bidder, whose bid is accepted, fails to commence the work / supply specified in the NIQ (along with changes in scope, if any) in prescribed time or abandons the work / supply before its completion.

11. **AMENDMENTS TO THE BIDS** : The amendments shall be notified on CWPRS website and these amendments will be binding on them.

12. **MODIFICATION AND WITHDRAWAL OF BIDS:** In case certain clarifications are sought by this Organization after opening of tenders, then the reply of the bidder should be restricted to the clarifications sought. Any bidder who modifies his bid (including a modification which has the effect of altering the value of his offer) after the closing date without specific reference by this Organization shall render the bid liable to be ignored and rejected without notice and without further reference to the bidder. Canvassing in any form by the bidders shall also render the bid liable to be ignored and rejected without notice and without further reference to the bidder.

13. **Clarification in respect of Incomplete offers:** This Organization has to finalize its purchase within a limited time schedule. Therefore, it may not be feasible in all cases for this Organization to seek clarifications in respect of incomplete offers. Prospective bidders are advised to ensure that their bids are complete in all respects and conform to our terms and conditions and Bid Evaluation Criteria of the tender. Bids not complying with this Organization's requirements may be rejected without seeking any clarification.

14. **BID OPENING:**

- a. CWPRS shall open bids in the presence of bidders or their authorized representatives who choose to attend, on due date. The bidder's representatives, who are present, shall sign an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening.

- b. A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.
- c. The bidder's names, Bid prices, modifications, bid withdrawals and such other details as CWPRS, at its discretion, may consider appropriate will be announced at the time of opening.
- d. The date fixed for opening of bids, if subsequently declared as holiday by the CWPRS, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

15. REPLIES TO QUERIES : All the queries may please be replied point to point, so as avoid back reference.

16. PLACEMENT OF ORDER : CWPRS shall consider placement of orders for commercial supplies only on those eligible bidders whose offers have been found technically, commercially and financially acceptable and whose goods have been type approved / validated by CWPRS.

17. TERMINATION FOR DEFAULT:- CWPRS may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part :-

- a) If the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract, or any extension thereof granted by CWPRS.
- b) If the supplier fails to perform any other obligation(s) under the Contract; and
- c) If the supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as CWPRS may authorize in writing) after receipt of the default notice from CWPRS.

18. ARBITRATION :-

In case of dispute the decision of the Director, CWPRS, Pune will be binding.

19. Resultant Contract will be interpreted under Indian laws.

20. OTHER TERMS AND CONDITIONS : Any other conditions not mentioned shall be dealt as per / GFR 2005 and CPWD Works Manual 2003.

B) TECHNICAL

1. **TECHNICAL EVALUATION** : Technical evaluation of the bid will be done strictly on the basis of compliance of quoted machine / equipment as mentioned in the technical specification enclosed with this bid document.
2. **TESTING, COMMISSIONING AND TRAINING** : Testing, commissioning and training, if any, should be undertaken by the supplier within thirty days from the receipt of material at CWPRS. It would be open to the competent authority to take serious action against the supplier, if timely action is not taken by the supplier.
3. **TESTING OF MACHINE / EQUIPMENT**: The machine / equipment shall be tested for important parameters and test results are to be submitted to EE(Civil) after commissioning.
4. **WARRANTY** : Warranty of TWO YEARS from the date of installation and commissioning / acceptance at CWPRS. Technical support and Customer support should be free during the warranty period.

The supplier shall warrant that the stores to be supplied shall be new and free from all defects and faults and materials used, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for material of the type ordered and shall perform in full conformity with specifications and drawings. The supplier shall be responsible for any defect that may develop under the conditions provided by the contract and under proper use, arising from faulty material, design or workmanship such as corrosion of the equipment, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and / or otherwise and shall remedy such defects at his own cost when called upon to do so by CWPRS who shall state in writing in what respect the stores are faulty. This warranty shall survive inspection or payment for / and acceptance of goods, but shall expire (except in respect of complaints notified prior to such date) twelve months after the stores have been taken over. The supplier, free of all charges at site including freight, insurance and other incidental charges, shall make replacement under warranty clause.

5. **AFTER SALES SERVICE**: The terms & conditions and scope of after sales services, maintenance, repairs, replacement, installation, commissioning, annual maintenance charges after warranty period etc. may be indicated.
6. **SINGLE SUPPLIER**: The total system satisfying above specifications from a single supplier will only be considered.

C) FINANCIAL

1. **RATES TO BE QUOTED** : All the rates may be quoted in Indian Rupees and foreign currency appropriately. The cost to be indicated for each item should be the landed cost inclusive of all taxes, levies, freight, etc. However rate amount of Excise Duty, Custom Duty, Sales tax or any other chargeable levies will be shown separately to make for the landed cost. The benefit of reduction in cost due to decrease in taxes etc. before the delivery will be passed on to the user. Vague terms such as taxes as applicable, subject to US \$ variation etc. shall not be acceptable.
2. **DISCREPANCY IN RATES**: The rates quoted shall be written in ink, both in figures and in words, If there is any discrepancy in the rates quoted in figures and words, the rates quoted in words would be considered.
3. **CUSTOM DUTY AND EXCISE DUTY EXEMPTION** : Excise duty exemption certificate and incase of imported items customs duty exemption certificate will be supplied by CWPRS, if applicable, under notification No 10/97 and 51/96 .
4. **DELIVERY OF MACHINE / EQUIPMENT**: The Machine / equipment is to be delivered, installed and commissioned at CWPRS, Pune. In the event of material / equipment(s) being supplied by road-transport under specific instructions to this effect, Octroi Exemption Certificate is not required as CWPRS is out of Pune Municipal Corporation limits.
5. **TERMS OF PAYMENT**: In case of indigenous supplies, 100% payment will be made through E-payment within 30 days after receipt of Machine / equipment and successful installations / commissioning as the case may be. No payment will be made for goods rejected at site on testing.
6. **INCIDENTAL CHARGES** : All other incidental charges, if any may be indicated.
7. **DELIVERY PERIOD** : Delivery period shall be maximum 10 Days and adhered to after receipt of supply order from CWPRS.
8. **DELAYS IN THE SUPPLIERS'S PERFORMANCE** :
 - a) Delivery and installation of the machine / equipment and its performance of the services shall be made by the Supplier in accordance with the time schedule specified by CWPRS in its purchase order. Also in case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, CWPRS reserves the right either to short close / cancel this purchase order and / or recover liquidated damage charges. The cancellation / short closing of the order shall be at the risk and responsibility of the supplier and CWPRS reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting vendors.

b) Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions: forfeiture of its performance security as per CPWD Works Manual 2003 and imposition of liquidated damages and / or termination of the contract for default as defined under clause 15 below.

c) If at any time during the performance of the contract, the supplier encounters condition impeding timely delivery of the machine / equipment and performance of service, the Supplier shall promptly notify to CWPRS in writing the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, CWPRS shall evaluate the situation and may at its discretion extend the period for performance of the contract (by not more than 20 weeks)

9. FORCE MAJEURE : If, any time, during continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventually is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of CWPRS as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole of part of any obligation under this contract is prevented or delayed by reasons of any such event for period exceeding 60 days, either party may, at its option, terminate the contract.

Provided, also that if the contract is terminated under this clause, CWPRS shall be at liberty to take over from the Supplier at a price to be fixed by CWPRS, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the supplier at the time of such termination or such portion thereof as CWPRS may deem fit, except such materials, bought out components and stores as the supplier may with the concurrence of CWPRS elect to retain.

10. LIQUIDATED DAMAGES: The supplier shall carry out supply and installation of machine / equipment, associated peripherals according to the delivery and installation schedule stipulated in the Supply order. The time frame and the date of delivery and installation mentioned in the delivery schedule shall be deemed to the essence of the Supply order and delivery must be completed not later than the date specified therein. In the event of failure of the supplier to

deliver and install the said machine / equipment, supply of related licensed software, associated peripherals within the stipulated time, the Government of India shall at their option be entitled to recover from the Supplier as agreed liquidated damages, and not by way of penalty, a sum of **1% (One percent)** of the price of agreed total cost of supply of machine / equipment, associated peripherals as aforesaid for every week or part thereof, during which the delivery and installation of machine / equipment, associated peripherals may be in arrears. The suppliers liability for delay shall not exceed **10% (Ten per cent)** of the ordered price. Such damages shall be in full satisfaction of the Suppliers liability for the delay. If the delay is longer than **10 weeks** the Government of India shall, except as provided hereinafter, be entitled to cancel the order in full or in part at their sole discretion without any financial repercussions on Government of India.

11. RISK AND EXPENSE CLAUSE: In case any item is not supplied or rejected and the supplier is unable to provide replacement the total supply order will be deemed as rejected. In such an event CWPRS will be at liberty to procure the same from another source and in case the cost of the item is higher than the present ordered cost, the extra cost shall be recovered from the contractor through deductions from bills pending or by means of deposit of the same by the suppliers in the Government treasury.

12. CERTIFICATION AND SIGNING OF BID DOCUMENTS : All certificates and brochure submitted with the bid must bear the stamp of the company and these should be self certified by the authorized signatory on each page. CWPRS shall not take cognizance of documents that do not fulfill these conditions.

D) TERMS OF PAYMENT

Payment will be made within one month after successful installation and commissioning of items.

DEMURRAGE CHARGES : If a firm accepts an order and fails to execute the order, in full or part as per the Terms and Conditions stipulated therein, it will be open to the Director, CWPRS, Pune to recover liquidated damages from the firm at the rate of 1.0 % of value of the undelivered stores.

3.0 MANNER OF SUBMISSION OF BIDS

Bidders may please note that they have to submit their bids in single envelope containing both technical and financial details. Envelope should be sealed with lak etc.

Documents to be enclosed in Envelope are given below :

Documents to be enclosed along with Bids:-

1. Bidder covering letter
2. Tender form fee of Rs 575/- drawn in the form of DD drawn in favour of Executive Engineer (Civil), CWPRS, Pune. **Bids received without exact Tender Form fee will be summarily rejected.**
3. **EARNEST MONEY DEPOSIT** : EMD of Rs 2700/- (Rupees Two Thousands Seven Hundred Only) in Indian Rupees or equivalent foreign currency in case of foreign supply in the form of Demand Draft / Fixed Deposit Receipt on any Scheduled Bank drawn in favour of Executive Engineer (C), CWPRS, Khadakwasla, Pune - 411 024 should be enclosed. No interest will be paid on the amount of EMD. Exemption from payment of EMD will be granted wherever applicable on submission of necessary valid documents along with the tender. **Tender document without EMD & Tender Document Fee (Rs 500/-) will be rejected.**
4. Technical bid with printed literature on all the items quoted giving specifications, details & accessories clear mention should be made of deviation in specification between the printed literature & quoted item. Without this bid is liable to be rejected.
5. The technical bid should accompany **signed compliance statement** of the bidder, specifying compliance to each and every item of the specifications at **Annexure I**. The bid is liable to be **rejected** if compliance statement, duly signed is not supplied with the technical specifications. The bidder should enclose the latest technical literature, detailing specifications, along with the

technical bid. **It may please be noted that merely stating 'Yes' in compliance statement in any column will not be accepted. The actual numbers / description should be re-stated explicitly in all columns of the compliance statement.** Normally, the same should also be seen in the technical literature of the items supplied with the bid. In case where the same is not available in the technical literature, the relevant pages of the manual should be submitted. The bids not satisfying with the above requirements are liable for rejection without any further correspondence with the bidder concerned.

6. Dealership / Agency certificate from the manufacturer / Principals for supply through dealers / Agents. A letter of undertaking from each of the original manufacturer (OM) for equipment that in case the bidder authorized by their defaults in execution of this tender the OM (C) will take all steps for successful execution of the tender without any additional cost to the Govt.

7. The detail of tie-up in terms of supply, support, servicing & warranty etc. with OM (C). Any other information that will establish credibility, reliability / capability of the suppliers to undertake the proposed supply.

8. Bid document from page 2 onwards in original duly signed by the bidder.

The bid should be submitted to:

**Executive Engineer (Civil) (Room No. 208) Central Water and
Power Research Station P.O. Khadakwasla Research Station
Pune - 411024, India
Fax : 91-020-24381004
Phones : 91 - 020- 24103220 / 91 - 020- 24103267**

Specifications

- Make & Type of Battery: Exide make , Sealed Maintenance Free (SMF) batteries

- Model of Battery : Power Safe EP 17-12
- Rating : 12 V, 17 Ah
- Quantity : 60 Nos.
- Warranty : Minimum one year from the date of successful installation in two Enertech 7.5 KVA UPS systems at CWPRS

Note: Please quote quantity discount for 60 Nos. (if any) along with buy back of old 60 batteries in their existing condition

Bill of Quantity

Sr. No.	Description of Item	Quantity	Rate per Unit (Rs.)	Amount(Rs.)	Amount (Rs) in Words
1.	Exide Make 12V, 17 AH Sealed Maintenance Free (SMF) batteries for TWO UPS Systems (Enertech Make 7.5 KVA)	60 Nos.			
Additional Taxes(if any) :					
Total:					
2.	Less for Buyback of old batteries 12 V- 17 AH Exide make	60 Nos.		-	(Minus)
Grand Total :					

Compliance statement

(A) TECHNICAL SPECIFICATIONS			
(I) SPECIFICATIONS FOR SMF BATTERIES.			
Sr. No.	Details / Particulars / Features / Accessories	Required	Compliance (Yes / No), Deviations if any with descriptive values
	Make & Type of Battery	Exide make , Sealed Maintenance Free (SMF) batteries	
	Model of Battery	Power Safe EP 17-12	
	Rating	12 V, 17 Ah	
	Quantity	60 Nos.	
	Warranty	Minimum one year from the date of successful Installation in two Enertech 7.5 KVA UPS systems at CWPRS	