

NIZAMS INSTITUTE OF MEDICAL SCIENCES
(A University established under the State Act)
PUNJAGUTTA: Hyderabad: T.S - 500 082

**Tender Notice for SUPPLY AND INSTALLATION OF 20KVA/ 16 KW
3-PHASES INPUT / 1-PHASE OUTPUT ONLINE UPS, WITH SMF
BATTERIES OF HALF AN HOUR BACK-UP FOR LABS AT MILLINIEUM
BLOCK 5TH FLOOR**

Ref: - RC No: GNS/44/2013 VOL III

Date: 10-04-2017

Tenders are invited from the Registered Firms/Contractors/Manufacturers for
**SUPPLY AND INSTALLATION OF 20KVA/ 16 KW 3-PHASES INPUT /
1-PHASE OUTPUT ONLINE UPS, WITH SMF BATTERIES OF HALF AN
HOUR BACK-UP FOR LABS AT MILLINIEUM BLOCK 5TH FLOOR.**

Tenderer may participate through e-procurement platform, Tender Schedule can be
down loaded from eprocurement website www.eprocuremnet.gov.in the last date
for receipt of tender is 29-04-2017 till 04:00 PM. Prospective bidders are advised to
regularly scan through the above website for corrigendum/amendments etc. Any
changes will be notified on the above website and separate advertisement will not be
made in this regard.


Executive Registrar



(A University Established Under State Act)

Panjagutta: Hyderabad, Telangana

Open Competitive Bid (OCB)

For

**NAME OF THE WORK: SUPPLY AND INSTALLATION OF 20KVA/ 16 KW 3-PHASE
INPUT / 1-PHASE OUTPUT ONLINE UPS, WITH SMF BATTERIES OF 1/2 HOUR BACK-UP
FOR LABS AT MILLINIEUM BLOCK 5TH FLOOR.**

Tender Notice No: CTN 02/NIMS/GNS/DIR/2016-17 dated: 08-04-2017

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A.TENDER CALL NOTICE

Tender call on eprocurement Platform for SUPPLY AND INSTALLATION OF 20KVA/ 16 KW 3-PHASE INPUT / 1-PHASE OUTPUT ONLINE UPS, WITH SMF BATTERIES OF HALF AN HOUR BACK-UP FOR LABS AT MILLINIEUM BLOCK 5TH FLOOR.

(e-Procurement Web Site: www.eprocurement.gov.in)

Time schedule of various tender related events:

Bid calling date	11-04-2017
Downloading of document	11-04-2017 to 29-04-2017
Pre Bid Meeting	21-04-2017;3:30 PM
Bid closing date/time	29-04-2017;4:00 PM
Technical Bid opening date/time	01-05-2017;3:00 PM
Last date and time for submission of Hard copies in Executive Registrar office,NIMS	01-05-2017;4:00 PM
Price Bid Opening date/time	06-05-2017; 3:00 PM
Bid Document/Tender Processing Fee	Rs.2,500/-
EMD	Rs.75,000/-
Contact person	Executive Registrar, NIMS, Hyderabad
Reference No.	NIMS File No.GNS/44/2013 , VOL III

1. Bidders would be required to register on the eprocurement Platform at **www.eprocurement.gov.in** and submit bids online. Offline bids shall not be accepted.
2. The Bidders need to scan and upload all the required documents as per the check list given in Form – T3. Upload the documents in Zip Format with suitable description.
3. Bidder must submit hard copies of documents listed in Form T-4 in Executive Registrar, NIMS office by due date and time.
4. Bids submitted online and supported by required hard copies submitted in Executive Registrar, NIMS office will only be considered.
5. Bidders must pay Bid document Fee (Non-refundable) as indicated in Bid document in the form of Demand Draft drawn in favor of Director, NIMS Hyderabad. In absence of such fee, bid will be treated as non- responsive and accordingly be rejected.
6. Bidders must pay EMD as indicated in Bid document in the form of Demand Draft drawn in favor of Director, NIMS Hyderabad.
7. Bidder shall also pay a non-refundable transaction fee to **M/s TSTS, the service provider for**

eprocurement Platform, as per Government orders from time to time.

8. Bids must be filed in the given Formats only.
9. Bidders must sign all the documents, statements and certificates uploaded, owning responsibility for their correctness and authenticity.
10. Purchaser shall not hold any risk and responsibility for loss of data/files/documents/visibility/readability during uploading of the scanned documents or any other problem encountered by bidder while submitting bid online.
11. Purchaser shall not be responsible for any postal delay in submitting hard copies.
12. If your firm is interested in participation, please visit web site at <http://www.eprocurement.gov.in>.

Section- B INSTRUCTIONS TO TENDERERS

NAME OF WORK: SUPPLY AND INSTALLATION OF 20KVA/ 16 KW 3-PHASE INPUT / 1-PHASE OUTPUT ONLINE UPS,WITH SMF BATTERIES OF HALF AN HOUR BACK-UP FOR LABS AT MILLINEUM BLOCK 5TH FLOOR.

1.1 The NIMS, Panjagutta, Hyderabad invites tenders for the **SUPPLY AND INSTALLATION OF 20KVA/ 16 KW 3-PHASE INPUT / 1-PHASE OUTPUT ONLINE UPS,WITH SMF BATTERIES OF HALF AN HOUR BACK-UP FOR LABS AT MILLINEUM BLOCK 5TH FLOOR** vide **Tender Notice No. CTN 02/NIMS/GNS/DIR/2016-17 dated: 08-04-2017**

1.2 If any of the certificates, documents, etc., furnished by the Tenderer are found to be false / fabricated / bogus, the Tenderer will be disqualified, blacklisted, action will be initiated as deemed fit and the EMD will be forfeited.

The NIMS will not held any risk and responsibility for the loss of document etc in transit during uploading of the scanned documents, for the invisibility of the scanned document online, and any other problem(s) encountered by the Tenderer while submitting his bids online.

1.3 **QUALIFICATIONS OF TENDERERS:** Only Tenderers who have previous experience in the work of this nature and description detailed in this tender specification at section “Qualifying requirements” are only to quote for this work. Offers of Tenderers who do not have proven and established experience in the field are to be rejected.

The Tenderer shall closely peruse all the clauses, specifications indicated in the Tender Documents before quoting. Should the Tenderer have any doubt about the meaning of any portion of the Tender Specifications or find discrepancies / omission in the Drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, scope of work etc., he shall at once contact the authority inviting the tender for clarification before the submission of the tender.

2. Firms Eligible to Tender:

2.1 The Firms must :

- i) Possess the valid authorization from the Manufactures for SUPPLY AND INSTALLATION OF 20KVA/ 16 KW 3-PHASE INPUT / 1-PHASE OUTPUT ONLINE UPS,WITH SMF BATTERIES OF HALF AN HOUR BACK-UP FOR LABS AT MILLINIEUM BLOCK 5TH FLOOR.
- ii) Are not blacklisted or debarred or suspended by the Government for whatever the reason, prohibiting them not to continue in the contracting business.

2.2 Firms Ineligible to Tender:

- i) A retired officer of the Govt. of TS or AP or Govt. of India executing works is disqualified from tendering for a period of two years from the date of retirement without the prior permission of the Government.
- ii) The Tenderer who has employed any retired officer as mentioned above shall be considered as an ineligible Tenderer.
- iii) The contractor himself or any of his employees is found to be Gazette Officer who retired from Government Service and had not obtained permission from the Government for accepting the contractor's employment within a period of 2 years from the date of his retirement.
- iv) The Contractor or any of his employees is found at any time after award of contract, to be such a person who had not obtained the permission of the Government as aforesaid before submission of the tender or engagement in the Contractor's service.
- v) Contractor shall not be eligible to tender for works in the division / circle where any of his near relatives are employed in the rank of Assistant Engineer or Assistant Executive Engineers and above on the Engineering side and Divisional Accounts Officer and above on the administrative side. The Contractor shall intimate the names of persons who are working with him in any capacity or are subsequently employed. He shall also furnish a list of Gazette /Non-Gazette, State Government Employees related to him. Failure to furnish such information Tenderer is liable to be removed from the list of approved contractors and his contract is liable for cancellation.

Note: Near relatives include

- a) Sons, step sons, daughters, and stepdaughters.
- b) Son-in-law and daughter-in-law.
- c) Brother-in-law and sister-in-law.
- d) Brothers and Sisters.
- e) Father and Mother.
- f) Wife / Husband.
- g) Father-in-law and Mother-in-law
- h) Nephews, nieces, uncle and aunts
- i) Cousins and
- j) Any person residing with or dependent on the contractor.

3. Qualification data of the Tenderer

3.1 The Tenderer shall furnish the following particulars as per the formats, supported by documentary evidence as specified in the formats.

- a) Check slip to accompany the tender (As Annexure).
- b) Copies of documents relating to the Registration of the firm, Registration as Electrical Contractor, Partnership deed, Articles of Association, Commercial Tax Registration, Permanent Account Number with latest IT returns submitted and proof of receipt ,Previous Experience etc.

Note: The Partnership firms, which are registered as Contractors shall intimate the change in partnership deed, if any as per G.O.Ms.No.58, I & CAD dated 2-04-2002 within one month of such change. Failure to notify the change to the registration authority in time will entail the firms to forfeit their registration and their tender will be rejected. The intimation of change of partners if any and the acceptance by the Registration authority may be enclosed.

- c) Value of all works executed every year during the last three financial years (i.e., for **2013-14, 2014-15 & 2015-16**).
- d) Details of similar works completed in the name of the Tenderer as Prime Contractor during the last three financial years i.e., for 2013-14, 2014-15 & 2015-16). Showing year wise break up of value of work executed.
- e) Details of the existing commitments i.e., work on hand and works for which tenders are submitted.

3.2 a) **Tenders from Joint Ventures are not accepted.**

b) Contractors against whom Vigilance / disciplinary / blacklisting cases are pending in the Corporation are not entitled to participate in the tender for the above work.

3.3 **QUALIFICATION CRITERIA FOR OPENING OF THE PRICE BID.**

To qualify for opening the price Bid the contractor / firm should have, experience with same type of work during last year's i.e. **for 2013-14, 2014-15 & 2015-16** .

- a. The Tenderer should submit copy of Registration firm / company.
- b. The Tenderer should have satisfactorily completed as a prime contractor, similar nature of works, in the same name and style in any one year i.e. **for 2013-14, 2014-15 & 2015-16**. Updated to 2015-16 price level. Sub contractors / GPA holders experienced shall not be taken into account.
- c. The Tenderer should have executed the minimum quantities of items of work as given below in any one year during the financial years from **2011-12 to 2015-16**

Sl.No.	Item	For this work.
1	20 KVA online UPS	1 No

- d. The details and certificates are to be furnished as per the Proformas available in the tender schedules.
- e. The Contractor should submit details of existing Commitments of works and Statement of works for which tenders are submitted as per the Proformas available in the tender schedules.

- f. The Tenderer shall furnish a copy of valid VAT registration with Commercial Tax department and latest Commercial Taxes Clearance Certificate.
- g. The Tenderer should furnish copy of permanent account number (PAN) and copy of latest Income Tax returns submitted along with proof of receipt.
- h. The Tenderer should submit the particulars in the format specified in the tender schedule along with necessary certificates.

3.4 Even though the Tenderer meet the above qualifying criteria, they are liable to be disqualified / debarred / suspended / blacklisted if they have

- Furnished false / fabricated particulars in the forms, statements and /annexure submitted in proof of the qualification requirements and/or
- Not turned up for entering into agreement, when called upon.
- record of poor progress such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc. and/or

3.5 The contract price is inclusive of all overhead charges and include the following elements:

The cost includes:

- All Civil Related works
- Scaffoldings Works
- Site accommodation, setting up plant
- Site supervision
- Documentation and “as built” drawings

3.5.1 Wherever the audit parties of A.G point out and confirmed through their report that the contractor is unintendedly benefitted, then the employer is empowered to recover the same amount from the Contractor and it is binding on the contractor.

3.6 CONDITIONAL TENDER

Conditional tenders shall be not accepted.

4. One Tender per Tenderer:

4.1 Each Tenderer shall submit only one Tender for the work. A Tenderer who submits more than one Tender will cause disqualification of all the Tenders submitted by the Tenderer.

5. Cost of Tendering

5.1 The Tenderer shall bear all costs associated with the preparation and submission of his Tender and the tender inviting authority will in no case be responsible and liable for those costs.

6. Site Visit.

6.1 The Tenderer, at the Tenderer’s own responsibility and risk is advised to visit and examine the Site of Work and its surroundings and obtain all information that may be necessary for preparing the Tender for entering into a contract, for construction of the work. The costs of visiting the site shall be at the Tenderer’s own expense.

7. TIME FOR COMPLETION OF WORKS

All the work orders placed under this work will have to be delivered and installed at site within a period of 30 days from the date of issue of acceptance order.

8. COMPENSATION FOR DELAY

Time is the essence of the contract. The time allowed for the work shall be strictly followed otherwise the Contractor shall be liable to pay compensation at the rate of 0.2 % of the ordered value of the work per day of delay on the part of the contractor subject to a maximum of 5 % of the total ordered value. The decision of Engineer-in-charge about the delay shall final and binding

Section C

Statement of important limits/values related to bid

Item	Description
EMD	75,000=00
Bid Validity Period	60 Days from the bid opening date
EMD validity Period	60 Days beyond bid validity period
Maintenance Period	One years
Period for furnishing performance security	Within 15 days from the date of receipt of Order.
Performance security	10% of contract value (inclusive of EMD).
Period for signing contract	Within 15 days from date of receipt of Purchase Orders
Payment terms	As per Agreement conditions
Penalty for failure to maintain during warranty and Annual Maintenance Contract	If the contractor fails to rectify the repair /replace spare with 48 Hours The Director, NIMS shall have power to impose Penalty of Rs : 10,000/- & more at his direction.

Section D

Technical Specifications

Enclosed in Section J i.e Special Conditions

Section E

E.Bidding procedure:

E.1.

Bids shall be submitted in two parts Technical Bid and Financial Bid, online in the formats provided on eprocurement Platform and hard copy of required documents shall be submitted offline to the NIMS office by the due date and Time given in Section A.

E.2. Technical Bid:

It shall include the following information about the firm and/or its proposal.

1. General information on the bidder's company in Form P-1
2. Tender Document Fee & EMD.
3. The tenderer shall attach the copy of PAN Card, TIN and service tax registration
4. List of major customers in support of turnover in Form P-2
5. Details of service centers in Hyderabad, TS in Form P-3
6. Past supply performance certificate in Form P-4
7. Financial Capacity of Bidder in Form P-5
8. Declaration in Form P-6
9. Manufacturer's authorization to participate in bidding process apart from such other documents like authorization certificate for dealing in the products for which bid is submitted – Annexure 1.(However this will not apply to Manufacturers)
10. Statement giving particulars(duly supported by document evidence) of Various service rendered in progress for similar work by the Tenderer indicating the particulars and value of the work ,site location, the duration ,date of completion etc -strictly as per proformas enclosed at Annexure 5.
11. Where Forms are not prescribed, bidder can design his own formats to hold the information
12. Details of Technical specifications & Deviation(s) to technical specification, if any in Form T-1
13. Check list in Form T-2
14. List of documents to be scanned and attached to Online Bid - Form T-3
15. List of Documents to be submitted in Hard Copy in NIMS office – Form T4.
16. Other information, if any required in the bid document in Bidder's own format.

E.3. Financial bid:

1. The financial bid should provide cost calculations corresponding to unit price of each item of the schedule in the **Form provided on eprocurement Platform**

Section F

F.1. Opening of bids:

Immediately after the closing time, the NIMS person shall evaluate the technical bids; the financial bids of only those bidders who qualify in technical evaluation will be opened. Any participating vendor may depute a representative to witness these processes. However in case of Online Bids, as Bids will be opened Online, Bidders can view the Bids Online.

F.2. Technical bid evaluation:

Technical bid documentation shall be evaluated again in two sub-steps. Firstly, the documentation furnished by the vendor shall be examined prima facie to see if the product /services offered, technical skill base and other vendor attributes claimed therein are consistent with the needs of the department. In the second step, NIMS may ask vendor(s) for additional information, visit to vendors site and/or arrange discussions with their professional, technical faculties to verify claims made in technical bid documentation.

F.3. Financial bid evaluation:

Final choice of firm to execute the project shall be made on the basis of conformity technical specifications, appropriateness of the product offered, capability of bidder to execute and service the project and appropriateness of financial offer from the point of view of cost-effectiveness over the entire maintenance period for the product/services.

Section G

General instructions to bidders.

G.1 Period of validity of bids

1. Bids shall remain valid **60 days** or duration specified in the bid document. A bid valid for a shorter period shall be rejected as non-responsive.
2. In exceptional circumstances, the NIMS may solicit the bidders' 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. However a bidder granting the request will not be permitted to modify its bid.

G.2 Submission of bids

1. The bidders shall seal the technical bid and financial bid as the case may be in separate envelopes, duly marking the envelopes as "Technical bid", "Financial bid", as the case may

be. **However it will not apply for Online Bids.**

2. The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall Be addressed to the NIMS at the address given in the tender call.
3. The outer envelopes shall clearly indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late".
4. If the outer envelope is not sealed and marked as required above, NIMS will assume no responsibility for the bid's misplacement or premature opening.
5. For Online bids, this process shall stand modified appropriately.

G.3 Deadline for submission of bids and hard copies

1. Bids must be received by the NIMS contact person no later than the bid submission date and time specified in the tender call notice.
2. In case of Online bids, Hard copies of required documents must be received by the NIMS contact person no later than the hard copies submission date and time specified in the tender call notice.

G.4 Late bids and hard copies

Any bid and or hard copies not received by the NIMS by the deadline for submission of bids/hard copies will be rejected and returned unopened to the bidder.

G.5 General Business information:

The bidder shall furnish general business information to facilitate assessment of its professional, technical and commercial capacity and reputation.

G.6 Earnest money deposit (EMD)

1. The bidder shall furnish, as part of its bid, a EMD for the amount specified in the tender call notice.
2. The EMD is required by NIMS to:
 - a. assure bidder's continued interest till award of contract and
 - b. Conduct in accordance with bid conditions during the bid evaluation process.
3. The EMD shall be in Indian rupees and shall be **Demand Draft (DD)**, issued by a reputable bank scheduled in India and having at least one branch office in Hyderabad
4. Unsuccessful bidder's EMD will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by NIMS.
5. The EMD may be forfeited:
 - a. if a bidder withdraws its bid during the period of bid validity or
 - b. in the case of a successful bidder, if the bidder fails:
 1. to sign the contract in time; or
 2. Fails to furnish performance security in time.

Section H

Standard procedure for opening and evaluation of bids

H.1. Outline of bid Opening procedure

1. The bid opening and evaluation process will be sequential in nature. It means that bidder must qualify in a particular stage to make him eligible for evaluation in next stage. Immediately after the closing time, the NIMS shall open the Technical bids and list them for further evaluation. The financial bids shall remain sealed. Finally financial bids of those bidders will be opened who are qualified in technical evaluation.
2. In case of technical and financial bids are combined together and opened simultaneously. However in this case also, first technical evaluation will be done followed by financial evaluation of only those bids which have qualified in technical evaluation.
3. Any participating vendor may depute a representative to witness these processes.
4. The standard procedure, described here will stand appropriately modified, in view of special procedures of bid evaluation as mentioned in tender call or elsewhere in this bid document or as decided by NIMS during the course of evaluation to meet any specific situation or need arising from time to time.
5. This process shall stand modified appropriately for online bids.

H.2. General Guidelines for bid opening and evaluation

Bids will be in two parts (Technical and Financial) as indicated in the tender call. For two part bids there will be two bid opening events, following guidelines will generally be followed by NIMS officers at each such event. However NIMS may deviate from these in specific circumstances if it feels that such deviation are unavoidable, or will improve speed of processing.

1. Opening of bids

- a. Bids will be opened in the presence of bidder's representatives, who choose to attend. The bidder representatives who are present shall sign a register evidencing their attendance.
- b. The bidders names, bid modifications or withdrawals, discounts, and the presence or absence of requisite bid security and such other details as the NIMS officer at his/her discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened.
- c. Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.
- d. For Online bids, this process shall stand modified appropriately.

2. Preliminary examination of Bids

1. Preliminary scrutiny will be made to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
2. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price and quantity shall prevail and the total price shall be corrected accordingly. If the vendor does not accept the correction of the errors, its bid will be rejected and its bid security may be forfeited. If there is a discrepancy between words and figures, the text in words will prevail.
3. NIMS may waive any minor informality, nonconformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
4. Prior to the detailed evaluation, NIMS will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations.
5. If a bid is not substantially responsive, it will be rejected by the NIMS and may not subsequently be made responsive by the bidder by correction of the nonconformity.

3. Clarification of bids

During evaluation of the bids, NIMS may, at its discretion, ask the bidder, in writing, for clarification of its bid. However no change in price or substance of the bids shall be sought, offered or permitted.

4. Evaluation of technical bids.

Technical bid documentation shall be evaluated in two sub-steps.

- a. Firstly, the documentation furnished by the vendor will be examined prima facie to see if the offer made, technical skill base and financial capacity and other vendor attributes claimed therein are consistent with the needs of the purchaser.
- b. In the second step, NIMS may ask vendor(s) for additional information, visit to vendors site and/or arrange discussions with their professional, technical faculties to verify claims made in technical bid documentation.

SECTION I

I. General conditions of proposed contract (GCC)

I.1. Definitions: In this contract, the following terms shall be interpreted as indicated. Terms defined in general instructions to bidders section shall have the same meaning.

- i. **"Bidder or Supplier or Vendor"** means the individual or firm supplying the goods and or services under this contract.
- ii. **"Contract"** means the agreement entered into between the NIMS and the vendor, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- iii. **"Contract price"** means the price payable to the vendor under the contract for the full and proper performance of its contractual obligations;
- iv. **"Day"** means calendar day.
- v. **"Down time"** means the time period when specified services with specified technical and service standards are **not available** to user(s). More details below.
- vi. **"Goods"** means all the equipment and/or other materials which the supplier is required to supply to the purchaser under the contract
- vii. **"GCC"** means the general conditions of contract contained in this section.
- viii. **"Incidental services or Services"** means those services ancillary to the supply of the goods and services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, training manuals and other such obligations of the vendor covered under the contract;
- ix. **"Purchaser/ User"** means NIMS or ultimate recipient of goods and services
- x. **"Project site"**, where applicable, means the place(s) where goods/services are to be made available to user.
- xi. **"SCC"** means the special conditions of contract if any.
- xii. **"Undependable Supplier"** means any Supplier who do not accept the purchase order or who delays the supply of required quantities beyond the permitted delays under the contract
- xiii. **"Up time"** means the time period when specified services with specified technical and service standards are available to user(s). More details below.

Down Time: Down Time is defined as the time during which the systems and/or services running on it are not available or are deemed to be not available to the users in part or full due to any non – functioning, repairs / problems/failure of support equipment etc. The downtime will be counted from the time problem is reported to the bidder electronically or telephonically or online or by any other means till problem is solved / rectified to the satisfaction of user. Penalty shall be applicable once the admissible down time is crossed as per bid conditions.

Example of down time:

- (a) If complaint is made at 6.00 PM and equipment is restored at 11.00 AM of next day, down time will be 17 hours. (6.00 PM to 12.00 mid Night. Mid Night to 11.00 AM)

Calculation of up time for each equipment:

(No. Hours in 3 months – Down time in hours in 3 months) X100/ (No. of hours in 3 months period)

I.2 Application: These general conditions shall apply to the extent that they are not superseded by provisions of other parts of the contract.

I.3 Standards: The goods supplied under this contract shall conform to the standards mentioned in the specifications, and, when no applicable standard is mentioned, the authoritative standards appropriate to the goods' country of origin shall apply. Such standard shall be the latest issued by the concerned institution.

I.5. Performance security

1. On receipt of notification of award, the Vendor shall furnish performance security to NIMS in accordance with bid document requirement.
2. The proceeds of the performance security shall be payable to the NIMS as compensation for the supplier's failure to complete its obligations under the contract.
3. The performance security will be discharged by the NIMS and returned to the Vendor not later than thirty (30) days following the date of completion of all formalities under the contract and if activities, post warranty, by the Vendor is envisaged, following receipt of a performance guarantee for annual maintenance as per bid document.
4. In the event of any contract amendment, the vendor shall, within 15 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the balance duration of the Contract.

I.6. Acceptance certificates: On successful completion of acceptability test, receipt of deliverables etc, and after NIMS is satisfied with the working of the system, the acceptance certificate signed by the vendor and the representative of the NIMS/User will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the systems.

I.7. Transportation: Transport of goods to project site(s) shall be arranged by the vendor at his cost.

I.8. Goods Installation: The vendor is responsible for all unpacking, assemblies, wiring, installations, cabling between goods units and connecting to power supplies. The vendor will test all hardware operations and accomplish all adjustments necessary for successful and continuous operation of the goods at all installation sites.

I.9. Incidental services

The Vendor may be required to provide any or all the following services, including additional services:

1. Performance or supervision or maintenance and/or repair of the supplied goods and services, for a period of time agreed by the parties, provided that this service shall not relieve the Vendor of any warranty obligations under this Contract, and
2. Training of NIMS and/or its user organization personnel, at the NIMS/User site, in using goods.

Prices charged by the Vendor for the preceding incidental services, if any, should be indicated separately (if required), and same will be mutually negotiated separately.

I.10. Spare parts

1. The Vendor may be required to provide any or all of the indicated spare parts, materials, notifications and information pertaining to spare parts manufactured or distributed by the Vendor at his cost.

I.11. Maintenance service

1. Free maintenance services including spares shall be provided by the vendor during the period of warranty. User, at its discretion may ask the vendor to provide comprehensive maintenance services (Which will include spare parts) after warranty period, i.e. Annual maintenance and repairs of the system at the rates indicated by bidder in its proposal and on being asked so, the vendor shall provide the same. The cost of annual maintenance and repairs cost (after warranty period), which include cost of spares replaced, shall be paid in equal half yearly installments at the end of each half year.
2. The maximum response time for maintenance complaint from any of the destination (i.e. time required for supplier's maintenance engineers to report to the installations after a request call is made or letter is written) shall not exceed 4 hours.
3. The vendor will accomplish preventive and breakdown maintenance activities to ensure that all goods perform their functions without defect or interruption for at least required up time.
4. In case up time is less than the stipulated up time, the penalty as indicated in the bid document shall be imposed on the vendor.
5. The amount of penalty if any will be recovered at source from the Performance security during the warranty period or from Performance security submitted for maintenance period or from maintenance charges payable or both during maintenance period.
6. Bidder shall submit Performance Security for AMC at 10% of contract value at least 30 days in advance of commencement of maintenance period, covering entire maintenance period and 60 days beyond it, for performing its obligation during the maintenance period. This security will be liable for forfeiture in case of failure of bidder in performing its obligation during maintenance period.

I.12. Payment

1. The vendor's request(s) for payment shall be made to the NIMS in writing, accompanied by an invoice describing, as appropriate, the goods/service delivered/ performed.
2. Payment schedule will be as indicated in Bid document.

I.13. Contract amendment: No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

I.14. Assignment: The Vendor shall not assign, in whole or in part, its obligations to perform under this Contract, except with the prior written consent from NIMS.

I.15. Termination for default

1. The NIMS, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Vendor, may terminate the Contract in whole or in part:
 - a. If the Vendor fails to deliver any or all of the Goods/services within the time period(s) specified in the contract, or within any extension of time thereof granted by the NIMS or
 - b. if the Vendor fails to perform any other obligation(s) under the Contract or
 - c. If the Vendor, in the judgment of the NIMS has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
2. In the event the NIMS terminated the contract in whole or in part, NIMS may procure, upon such terms and in such manner as it deems appropriate, goods or services similar to those undelivered, and the Vendor shall be liable to the NIMS for any excess costs for such similar goods or services. However, the Vendor shall continue performance of the contract to the extent not terminated.

I.16. Force majeure

1. The Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the NIMS in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
3. If a Force Majeure situation arises, the Vendor shall promptly notify the NIMS in writing of such condition and the cause thereof. Unless otherwise directed by the NIMS in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

I.18. Termination for convenience

1. NIMS, May at any time by giving 30 days written notice to the Vendor, terminate the Contract, in whole or in part, for its convenience. The notice of termination shall specify that termination is for the NIMS/Purchaser's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.
2. The goods those are complete and ready for shipment within thirty (30) days after the vendor's receipt of notice of termination shall be accepted by the NIMS at the contract terms and prices. For the remaining Goods, the NIMS may elect to have any portion completed and delivered at the contract terms and prices at its discretion.

I.19. Governing language: The contract shall be written in English. All correspondence and other documents pertaining to the contract which are exchanged by the parties, written in same languages.

I.20. Applicable law: The contract shall be interpreted in accordance with appropriate Indian laws. **The court of Hyderabad will have jurisdiction to entertain the disputes arises between the parties.**

I.21. Notices: Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by email or facsimile and confirmed in writing to the other party's address.

- A notice shall be effective when delivered or tendered to other party whichever is earlier.

I.22. Taxes and duties: The vendor shall be entirely responsible for all taxes, duties, license fee, Octroi, road permits etc. incurred until delivery of the contracted Goods/services at the site of the user or as per the terms of tender document if specifically mentioned.

SECTION J

SCOPE OF WORK:Supply and erection, testing and commissioning of 20 KVA double conversion fully digital online ups with three phase i/p & 1 ph o/p true sine wave output, superior battery management system, vector modulation technology, fully DSP controlled and with sealed maintenance free batteries for 30 min backup including inter connecting cables between batteries, ups & MS rack complete with all accessories

MAKES PREFERRED: Numeric, Tata Libert Emerson, Amar Raja, AAL, APC etc

Technical Specifications / Requirements

A.General specifications

- UPS Type : DSP control based ON-LINE Double Conversion Technology
- Capacity : 20 KVA/18KW
- Battery Backup : 30 min at full load
- Supply : 3-Phase Input, 3-Phase Output
- Operation Mode Normal (online) : Emergency, Recharge, bypass, Maintenance bypass.
- Rectifier / Inverter : IGBT with PFC control technology only
- Transformer : Isolation transformer only on Input side
- Total Efficiency AC/AC at 100% load: $\geq 94\%$ (Online mode)
- Parallel configuration : ≥ 3 units (System should have option of paralleling 3 units if required)

B. INPUT

- Voltage configuration : Three-phase, 3-wire
- Voltage rating : 400V,
- Min/ Max input voltage : 320V to 480 V
- Nominal Frequency : 50 Hz
- Max/Min frequency : 50 Hz +/- 10%
- Phase : Three ;Phase Inrush Current : 700% of full load current maximum

- Current Limit : 125% of nominal AC input current maximum
- Surge Protection : As per IEC standard
- THDi : $\leq 3\%$ and should constant from 20% to 100% load
- Power factor : > 0.99

C. OUTPUT

- 1 Voltage Configuration: Three-phase, 4-wire plus ground
- 2 Voltages: 400V/415 V
- 3 Voltage regulations:
 1. $\pm 1\%$ three-phase RMS average for a balanced three-phase load for the combined variation effects of input voltage, connected load, battery voltage, ambient temperature, and load power factor. \pm
 2. 2% three-phase RMS average for a 100% unbalanced load for the combined variation effects of input voltage, connected load, battery voltage, ambient temperature, and load power factor.
- 4 Voltage Distortion: $\leq 3\%$ total harmonic distortion (THD) for linear loads. And $\leq 5\%$ THD for 100% nonlinear loads.
- 5 Crest factor: 3:1
- 6 Frequency: 50 Hz and Pure sine wave
- 7 Frequency regulation: 50 Hz $\pm 0.1\%$
- 8 Output power factor: 0.9 or better
- 9 Overload Capacity: 125% for ten minutes (without bypass source). : 150% for one minute (without bypass source).
- 10 Wave form: Pure $\pm 5\%$
- 11 Output Voltage adjustment: (Software Controlled adjustment)

D. Batteries:-

- 1 Make. : Reputed make
- 2 Type: SMF
- 3 Rated battery life: min 7 years
4. Battery backup: 30 mints with full load
5. Battery stand: Suitable battery stand with MS fabricated with powder coated.
6. Battery link and cabling: suitable battery link and interconnecting copper cable from UPS to battery shall be supplied by vendor

The accumulator bank must have an expected service life of seven years with a capacity of 60 minutes at 100 % load. Detailed Battery backup calculation sheet and manufacturer charging/discharging characteristic chart shall be attached along with the technical bid also Battery type should be specified in the document.

E. Isolation Transformer:

Suitable rating isolation transformer with copper wound shall be supplied and installed along with each UPS on Input side and test reports (Efficiency and losses) of the isolation transformer shall be enclosed along with the technical bid. The cooling of Isolation transformer shall be by forced cooling with inbuilt cooling fans. Supplier shall specify the Isolation transformer make and other specification along with technical bid for evaluation purpose.

Cooling

Cooling of the UPS shall be by forced air and there should be redundant fans.

Grounding

The AC output neutral shall be electrically isolated from the UPS chassis. The UPS chassis shall have an equipment ground terminal. Provisions for local bonding shall be provided.

H.Wiring

Installation and required accessories like cables, lugs etc will be in the scope of supplier and Wiring practices, materials and coding shall be in accordance with the requirements of the National Electrical Code (NFPA 70). All bolted connections of bus bars, lugs, and cables shall be in accordance with requirements of the National Electrical Code and other applicable standards.

I. Maintenance bypass

The manual bypass switch will be provided internally and must ensure that equipment downstream of the UPS is supplied directly by the UPS upstream power source when rectifier, inverter and static switches are open. Switching to the manual bypass and back will be possible without load supply interruption (Make before Break).

J.Other Protections

- Battery protection period expired Input Over/ under voltage, Output over/ under voltage, Output short circuit, Inverter overload, Rectifier overload
- It should have Intelligent Battery Management system
- Units SHOULD have built in surge, spike and line noise protection.
- Must have complete protection for EMI / RF as per the IEC standard.
- It must have Generator Compatibility.
- Overvoltage/under voltage, over temp, surge protection.
- UPS sound level should be within the limit as per the standard
- UPS should be compact and with small footprints.

K.Warranty/Guaranty:

The equipments (complete system including battery banks) supplied shall be guaranteed against all types of defects for a period of Two years (2 years) from the date of handing over of the equipment to NCDIR after successful completion of acceptance testing. Any defects in the system/subassemblies found within the guarantee period shall be rectified/replaced by the supplier free of cost. During this period, servicing at bimonthly interval or earlier, as prescribed by the manufacturer and as mutually agreed to, shall be carried out free of cost. It also includes battery health checks of the all the battery banks. Supplier shall also indicate the service facility they can offer at the place of installation and the telephone number and address of their service center. During the warranty period, breakdown call response time should be within 4 hrs in all working hours and 24hrs during after office hours and weekends. The track record of the firm in implementing and maintaining similar UPS systems, the nearest local(Bengaluru) service establishment and the promptness in attending to service/breakdown calls shall also form basis of tender evaluation.

L.Rating test

8 hrs full load endurance test shall be carried out at factory premises and followed by 110% load for 1 hr period. Test to ascertain the rated and transient capacities and overall efficiency of the system will be carried out at factory and with the battery backup of 60 minutes with full load at the factory. Satisfactory performance at this stage meeting the prescribed limits will only be construed as acceptance of the UPS. The quoted UPS which falls short of our prescribed minimum overall efficiency will not be accepted. If the full load endurance test needs to be conducted at NCDIR, then vendor should arrange all load banks with necessary cable arrangement along with metering (Digital oscilloscope- to find out transients and I/P & O/P wave forms). The cost for energy consumption during the endurance test shall be deducted in the final bill after due certification from the Engr-incharge.

Annexure

CERTIFICATE FOR SITE INSPECTION

Certified that we..... (Name of tenderer) have visited the site on dated..... and assessed the nature and amount of work involved before submitting our offer. We will be able to complete the works within the stipulated time and also certified that we will be able to supply the material/executing the work as per specification to suit the site conditions.

Address of site: - NIMS HOSPITAL, Punjagutta, Hyderabad, Telangana.

Working Location: Millennium Block

ENGINEER-IN-CHARGE,
NIMS

Signature of tenderer with Seal & Date

Schedule -A

Supply and Installation of 20 KVA Online UPS System

S. No.	Item description	Qty.	Unit Cost
1	20 KVA online UPS with DSP control based ON-LINE Double Conversion Technology, Three phase input and Three phase output, IGBT with PFC control technology, Isolation transformer only on input side	6	
2	Battery bank for 30 Min back up along with interconnecting cables, cable from UPS to Battery Bank with battery stand with 48 months warranty and TWO years maintenance.	6	
3	Installation & Commissioning charges	6	
	Total		

The above Total amount mentioned is inclusive of all tax and other charges

K.Bid letter form

From:
(Registered name and address of the bidder.)

Date:

To:
The Director,
Nizam's Institute of Medical Sciences (NIMS)
Panjagutta, Hyderabad. 500 082.

Sir,

Having examined the bidding documents and amendments there on, we the undersigned, offer to provide goods/services/execute the works including supply, delivery and installation of goods in conformity with the terms and conditions of the bidding document and amendments there on, for the following project in response to your tender call No....., dated

If our bid is accepted, we undertake to;

1. provide goods/services/execute the work according to the time schedule specified in the bid document,
2. obtain the performance guarantee of a bank in accordance with bid requirements for the due performance of the contract during warranty/maintenance period, and
3. Agree to abide by the bid conditions, including pre-bid meeting minutes if any, which remain binding upon us during the entire bid validity period and bid may be accepted any time before the expiration of that period.
4. We undertake that in competing for the (and if the award is made to us, in execution) the contract, we will strictly observe the laws against fraud and corruption in India like but not limited to "The Prevention of Corruption Act 1988"
5. We understand that until formal contract is signed and executed, this bid and your notification of award shall constitute a binding contract between us.
6. We understand that you are not bound to accept the lowest or any bid you may receive, nor to give any reason for the rejection of any bid and that you will not defray any expenses incurred by us in bidding.

Place:

Bidder's signature

Date:

And seal.

Annexure 1

Manufacturer authorisation

(The authorization may be in the nature of a letter, memorandum or certificate regularly granted by the manufacturer to its channel partners, authorized solution providers, system integrators, distributors, etc. or a specific letter issued for purposes of this bid. However it will not apply when bid is open only to manufacturers.

Such communication should include statements / undertakings from the said manufacturer to the following effect.

1. Guarantee and warranty coverage in respect of the goods and services manufactured by the said manufacturer shall be honored by that manufacturer, their channel partners, distributors, authorized service centers as the case may be.
2. The manufacturer updates the bidder and their technical personnel with relevant technical literature, training and skill transfer workshops etc. on a regular basis.
3. The manufacturer provides back to back technical support to the said bidder on a continuing basis.
4. The said bidder is authorized to submit bid and provide warranty and maintenance service during the contract period.

Note: The letter of authority should be signed by a person competent and having the power of attorney to bind the manufacturer.)

Annexure 3

ANALYSIS OF SIMILAR JOBS EXECUTED / IN PROGRESS

1	2	3	4	5	6	7
S. No.	Agency by whom awarded	Location of Project	Particulars of work awarded	Scope of work & tonnage	Date of award	Contract value

8	9	10	11	12	13	14
				Details of major T&P like cranes, Tractor Trailors, winches,		
%age work completed and due date for completion	Date of completion if job is already over	No. of skilled /unskilled workers deployed at peak	No. of Engrs. & supervisors Deployed at peak	By contractor	By other agency	Consumables by whom

(SIGNATURE OF TENDERER)
WITH STAMP

Form P-1**Bidder Information**

1	Name of the organization	
2	Date of establishment	
3	Registered Office Address	
4	Phone No.	
5	Fax No.	
6	Email	
7	Total Support engineers at Hyderabad	
8	Whether Manufacturer?	Yes/No, If yes, Provide relevant documents
9	Whether Authorized Dealer/Service provider	Yes/No, If yes, Provide relevant documents
10	Whether the bidder is in the business of manufacture/supply and maintenance of offered item for a minimum period of 3 (Three years) in India as on bidding date.	Yes/No, If yes, Provide relevant documents <i>(If the Manufacturer is participating in the tender, proof of manufacturing of the offered item since three years (minimum) as on bidding date should be enclosed, if the authorized dealer is participating in the tender, proof of supply and maintenance of offered item since three years in India as on bidding date i.e Purchase Orders/installation reports in the name of authorized dealer should be enclosed).</i>
11	Details of EMD furnished	
12	Details of certificates enclosed.	

Place:

Bidder's signature

Date:

And seal.

Form P -2

Past Performance Details

Sl.No	Customer Full address	Order No. and date	Description of goods	Total Value of goods	Due date of supply	Actual date of completion of supply

Place:

Bidder's signature

Date:

And seal.

Form P-3

Details of service centres at Hyderabad

Sl.No	Full Address of service centre	Contact person name with phone No.	No. of support Engineers at service centre

Place:

Bidder's signature

Date:

And seal.

Form P4

Past Performance Certificate

(Certificate from the Statutory Auditor)

This is to certify that..... (Name of the Bidder) is a “Primary Manufacturer/Authorized Distributor’ of medical equipment offered under the Bid. The Bidder had supplied the quantities shown in the past performance statement and also completed the respective supplies as indicated in bid.

Further it is certified that the previously supplied equipment are reported to be in working condition for more than two years as on bid calling date without any adverse remarks from the respective users.

The bidder has previous experience in maintenance and repairs of equipment for _____ years and has qualified service staff working with him”.

Name of Authorized Signatory:

Designation:

Name of firm:

(Signature of the Authorized Signatory)

Form P5

Financial Capacity of Bidder

(Certificate from Statutory Auditor)

A. Details of Annual Turnover for last three Financial years

	Year 1	Year 2	Year 3	Average
Turnover (Rs. In Cr.)				

B. Details of Net Worth of Bidder as on last 31st March :

Paid up Capital (Rs. In Cr.)	
Free Reserves (Rs. In Cr.)	
Total Net Worth (Rs. In Cr.)	

Place:

Bidder's signature

Date:

And seal.

Signature of Statutory Auditor with seal

Form P6

Declaration Form

I / We Having Our
..... office at read and understood the terms
and conditions contained in the bidding documents under this notification for bid and offer our bids
unconditional, to the extent not stated at any other part of our bid.

**We will not quote or supply the goods similar to the ones offered under this bid notification
to any agency or organization in the country, at the rate lower than the rate quoted in this
present tender.**

**If we found quoting lower rate than the rate quoted to the NIMS, to any other agency in the
country during the validity of the present contract, we will remit the differential cost to the
NIMS, unconditionally.**

Place:
Date:

Bidder's signature
And seal.

Form T -1

Sl. No.	Item	Specification Required	Specification of proposed item	Specification Higher/Lower

Form T - 2

Check List

Compliance/agreed/enclosed/ deviation statement.

The following are the particulars of compliance/deviations from the requirements of the tender specifications.

Sl. No.	Bid document reference	Remarks
1	Delivery period	
2	Form P-1	
3	Form P-2A	
4	Form P-2B	
5	Form P-3	
6	Form P-4	
7	Form P-5	
8	Form P-6	
9	Form P-7	

NIMS BID Document

10	Form T-1	
11	Form T-2	
12	Form T-3	
13	Form T-4	
14	Form F-1	Online
15	Form F-2	NA
16	Pre-qualification criterion	
17	Technical specifications	
18	Financial bid format	
19	General instruction to bidders	
20	Standard procedure for bid evaluation	
21	General condition of proposed contract(GCC)	
22	Special Conditions	

The specifications and conditions furnished in the bidding document shall prevail over those of any other document forming a part of our bid, except only to the extent of deviations furnished in this statement.

Place: Bidder's signature

Date: and seal.

NOTE: For every item appropriate remarks should be indicated like 'no deviation', 'agreed', 'enclosed' etc. as the case may be.

Form –T3

Check List of Documents to be scanned and uploaded as part of the Bid

Sl. No	Description	Scanned document loaded (Yes/No)
1	Tender Process Fee	
2	EMD	
3	P1, P2, P3, P4, P5, P6	
4	T1, T2, T3, T4	
5	Manufacturer Authorization	
6	List of Goods with specification (Without Prices)	
7	Pan Card	
8		
9		

Place: Bidder's signature
Date: And seal.

Form –T4

List of Documents to be submitted in hard copy in Executive Registrar office, NIMS

Sl. No	Description	Scanned document loaded (Yes/No)
1	Tender Process Fee	
2	EMD	
3	P1, P2, P3, P4, P5, P6	
4	T1, T2, T3, T4	
5	Manufacturer Authorization	
6	List of Goods with specification (Without Prices)	
7	Pan Card	
8		
9		

Place: Bidder's signature
Date: And seal.

Financial Bid Form F 1

Cost for SUPPLY AND INSTALLATION OF 20KVA/ 16 KW 3-PHASES INPUT / 1-PHASE OUTPUT ONLINE UPS, WITH SMF BATTERIES OF HALF AN HOUR BACK-UP FOR LABS AT MILLINIEUM BLOCK 5TH FLOOR. Charges in Rs.

Sl. No.	Description	QTY	Unit	Rate	Amount
1					
2					
3					
4					
	Total				

Note: Total Unit cost should be Net Price for destination (NIMS) inclusive of all duties, taxes (Central and State Government, Clearances, Insurance, Transport charges etc.

END OF DOCUMENT