

**RFP DOCUMENT FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF
UPS ALONGWITH REQUIRED ACCESSORIES TO NID(AHMEDABAD)
- AHMEDABAD, GANDHINAGAR & BENGALURU CAMPUSES.**



**राष्ट्रीय डिज़ाइन संस्थान
NATIONAL INSTITUTE OF DESIGN**

- Last date for submission of queries** : 10th days from date of publishing
- Last date for submission for online submission of bid** : 21st days from date of publishing
- Last date for submission for Physical submission of bid** : 26th days from the date of publishing
- Technical bid opening date** : 27th day from date of publishing. If falling on off working day, then the next working day
- Financial bid opening date & time** : Post completion of Technical Evaluation by NID(Ahmedabad)

Address for correspondence/contact for queries:-

Lt Cdr S Ganesh Karpoor(Retd)
Purchase & Stores Officer
Purchase Department National Institute of Design
Opp. Museum
Paldi, Ahmedabad 380007

Note: Please address all queries and correspondence to purchase department only on purchase@nid.edu with Tender ID as subject, Failing which queries may not be addressed. No other means shall be entertained.

Pre bid meeting for addressing the queries of bidders is scheduled on **08th day after publishing** at NID(Ahmedabad), Opp. Museum, Paldi, Ahmedabad.

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SECTION – I
PROJECT PROFILE

Introduction

National Institute of Design is internationally acclaimed as one of the finest educational and research institutions for Industrial, Communication, Textile and IT Integrated (Experiential) Design. It is an autonomous institution under the aegis of the Ministry of Commerce and Industry, Government of India. **The Act of Parliament, by virtue of the National Institute of Design Act 2014, has declared NID 'Institution of National Importance'.**

It is also recognized by the Department of Scientific and Industrial Research, Government of India as a Scientific and Industrial Research Organization.

NID is planning to Setup Smart Classroom systems and this RFP is being floated to select the Bidder who will perform turnkey basis following activities.

- Supply, Installation, Testing and Commissioning of UPS of various KVA's with required accessories to respective campuses at Ahmedabad, Gandhinagar & Bengaluru.
- Commissioning and Installation of the above-mentioned components on Turnkey basis
- Maintenance support for the installed hardware during the 3 year comprehensive warranty.

Bidder must supply install, commission and maintain the components as per the specifications mentioned in the technical section and any additional items required for the project completions should be considered along with it cost during the offering of the commercials.

NID will not pay anything extra other than as mentioned in the tender.

It is proposed to complete these works as per the given schedule. The nature of works broadly comprises as mentioned in Section -3 "Scope of Work"

The Bidder has to bid for all the components on SITC basis and if the bid is not offered in the required manner, then the same may be rejected.

Schedule of proposed project

Ser	Project
1	RFP for supply, installation, testing & commissioning of UPS alongwith required accessories to respective campuses to NID(Ahmedabad). - Ahmedabad, Gandhinagar & Bengaluru campuses.

SECTION - II
TENDER NOTICE AND INFORMATION FOR ONLINE BIDDING

On behalf of NID Purchase department invites online tenders for "Supply, Installation, Testing & Commissioning of UPS with required accessories to respective campuses at Ahmedabad, Gandhinagar & Bengaluru campuses."

The Tendering Schedule is on Page 1 of this RFP

SECTION – III
SCOPE OF WORK

3.1 The Scope of the work includes undertaking various supplies and services related to the deployment of various solutions. The details are:

OEM/System Integrator shall be responsible to carry out first time installation and commissioning of the supplied UPS with required accessories to respective campuses at Ahmedabad, Gandhinagar & Bengaluru.

Bidder will be responsible to undertake and complete the works related to supply installation and commissioning of services as indicated in the bid.

The works are to be completed on turnkey basis and the supplied equipment are required to be maintained for **three years on comprehensive warranty** basis, starting from the date of Final Approval and Testing of the offered equipment/ solution against the order, i.e. **acceptance of the item**. The Bidder shall be responsible for implementation of the work in entirety.

All goods/materials shall be supplied strictly in accordance with the specifications, datasheets, other attachments, and conditions stated in the RFP / Agreement / Order. All materials supplied by the Bidder shall be guaranteed to be of the best quality of their respective kinds and shall be free from faulty design, workmanship, and materials.

Bidder shall act as sole agency to organize and manage the entire project – including supply, installation and commissioning of all required hardware as mentioned in the tender including related accessories items etc. The Bidder shall test, demonstrate and certify the performance of the equipment, post Installation of equipment that has been sought in the contract.

SECTION – IV

BID PRE-QUALIFICATION(PQ) CRITERIA

Bidders desirous of bidding for the project shall fulfill the following prequalification criteria:-

Ser	Eligibility Criteria	Attachments
(a)	The Bidder should be a Firm or Company in the business of providing similar electronic solutions in India, atleast since last 10 years.	Relevant registration documents like GST certificate, Gumasta Dhara certificate etc. as applicable should be given as a supporting document. In case the firm is a Company then Registration Of Company(ROC) certificate can be given.
(b)	Bidder must have successfully completed at least the following numbers of projects in last 3 Financial Years, of value specified herein wrt Supply / installation of similar Electronic Equipment One project of similar nature not less than the value equal to 20 Lakhs or above OR Two projects of similar nature not less than the value equal to 10 Lakhs each or above OR Three projects of similar nature not less than the amount value equal to 7 Lakhs each	Work Order + Work Completion Certificates
(c)	Annual turnover of the firm for the FY 2018-19, 2019-20 & 2020-21 should be at least INR 25 Lakh each year, shall be from execution of contracts of similar nature. The Bidder should upload the copies of the audited Balance Sheet and Profit & Loss accounts. Extract highlighting the comments of the auditor confirming revenue from the Business should also be uploaded as a separate document.	Audited and Certified Balance Sheet and Profit/Loss Account for subject period/s should be enclosed. CA certificate mentioning turnover and SI activity of the Bidder should be enclosed. Details should be uploaded in the format as defined in ANNEXURE –V - details of Annual Turnover.
(d)	The Bidder should have its own service & support infrastructure in Gujarat to	The details for administrative & service infrastructure must be

Ser	Eligibility Criteria	Attachments
	provide warranty/support services.	enclosed, as a part of a declaration Bidder should submit a self-attested copy on their letter head along with Relevant registration documents like GST certificate.
(e)	The Bidder should not have been barred/ de-registered etc.	Certificate mentioning that the Bidder is not blacklisted/ barred by GoI/ any State Government or any of the PSUs due to engagement in any corrupt and fraudulent practices/ incompetency etc. Self-Declaration Form must be submitted.
(f)	The Bidder should get the Original Equipment Manufacturer Authorizations for the Products being offered. Bids without MAF and Supporting documents for RFP will be outrightly rejected and will not be considered for evaluation	MAF as per the Format defined from all OEM's and in case the OEM is bidding then MAF not required, needs to give a declaration for the range of products he is offering from its portfolio.

SECTION – V

INSTRUCTIONS, TERMS AND CONDITIONS

5.1 Cost of Bidding.

The Bidder shall bear all costs associated with the preparation and submission of the Bids and NID will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.

5.2 Amendment of Bidding Documents.

(a) At any time prior to the deadline for submission of bids, NID, for any reason, whether at its own initiative or in response to the clarifications requested by prospective Bidders may modify the bidding documents by amendment.

(b) All Bidders will be notified of the amendment via corrigendum and such modification will be binding on them. In order to allow prospective Bidders a reasonable time to consider the amendment in preparing their bids, NID, at its discretion, may extend the deadline for the submission of bids, in such cases.

5.3 Language of Bid.

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder with NID shall be in English. Communication will be in English language only.

5.4 Technical Section

- (a) Clause by clause Compliance statement for Bid document including all annexure is to be submitted.
- (b) All annexure / Table, duly filled-in with necessary proofs, as required and stated in the bid document.
- (c) Make & Model of quoted items in the bid with brochures are to be provided.
- (d) For compliance of terms and conditions of the tender, bidders are required to sign on all pages of tender document by an authorized official of the bidder's organization and the same is to be submitted by the firm alongwith technical bid.
- (e) Bidder can offer specifications superior to those mentioned in schedule.
- (f) The supply of any substandard/assembled item will entail cancellation of whole supply order and forfeiture of Security deposit beside any other actions deemed fit by NID.

5.5 Fraudulent & Corrupt Practice.

Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a Work/ Purchase order and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the NID of the benefits of free and open competition.

"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value(tangible/ intangible) or pressurizing to influence the action of a public official in the process of Work-order execution. NID may reject proposals from such bidder and/or reject/ cancel the award and may forfeit the EMD and/or Performance Guarantee if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing the work/ purchase order(s) in any of GoI/ Sate Govt/ Autonomous organizations.

5.6 Fulfillment of Work Order.

The Bidder shall be deemed to have carefully examined all Purchase/ Work-order documents to his entire satisfaction. Any lack of information shall not in any way relieve the Bidder of his responsibility to fulfill his obligation under the Work-order.

5.7 Terms and Conditions.

Terms and conditions for Bidders who participate in this Tender are specified in the section named "**Terms and Conditions**". These terms and conditions are binding on all the Bidders. These terms and conditions will be a part of the purchase order that shall be placed on successful bidder.

Upon offering the bids, the Bidder shall be deemed to have agreed to all the terms and conditions specified in the tender document. Conditional bids are liable for rejection.

5.8 Bid Scrutiny.

NID(Ahmedabad) will scrutinize the Tech bids in respect of bidders who have bid on GeM only, Further, a copy of the Technical bids(in entirety), which has been submitted on GeM, duly Signed and stamped shall be submitted to the address within the stipulated timelines brought out at Page 1. Any contradictions/ limitations in the hard copy submitted against the bid submitted on GeM may render the bids liable to be rejected. To determine whether they are complete as per Tender requirement and whether technical documentation as asked for and necessary to evaluate the bid have been submitted, whether the documents have been properly signed and whether all the items are supplied as per the requirements.

5.9 Clarification on Bids Received.

To assist in the scrutiny, evaluation and comparison of bids, NID(Ahmedabad) may, at its discretion, ask the Bidders for clarifications/ additional information/ documents(only those existed at the time of tender opening date) on the bid made by them. The request for such clarifications and the Bidder response will necessarily be in writing and the response for the same shall be rendered within stipulated time, failing which bids are liable to be rejected.

5.10 No Commitment to Accept Lowest or Any Bid.

NID(Ahmedabad) will be under no obligation to accept the lowest or any other bid received in response to this tender and reserves its right to reject any or all the bids including incomplete bids without assigning any reason whatsoever. NID(Ahmedabad) will not be obliged to meet and have discussions with any Bidder and/or to entertain any representations.

5.11 Erasures or Alterations.

The offers containing erasures or alterations without authentication will not be considered. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable.

5.12 Bid Processing Fee, EMD & PG Details

Earnest Money Deposit (EMD). Rs 1,00,000/- is to be submitted to NID(Ahmedabad) in form of Demand Draft/ Banker's Cheque / Pay Order's in favour of "**National Institute of Design, payable at Ahmedabad**", from any Nationalized/Commercial Bank along with the Technical Bid. However, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department are exempted as per the extant rules of GoI. A valid MSME Registration certificate is to be submitted alongwith technical bid.

Amendments to the offer or its withdrawal are permissible before the opening of the tenders. Once tenders are opened the bidders shall not be permitted to either amend or withdraw your offer. Any such action could lead to rejection of offer and forfeiture of EMD. Further, EMD of the successful bidder will be held as a non-interest bearing with NID(Ahmedabad) till receipt of PG. Bid securities of the unsuccessful bidders, shall be held non-interest bearing, will be returned after expiry of the final bid validity and latest on or before the 30th day after the award of the contract, without interest.

Performance Guarantee(PG)/ Non-Interest Bearing Security.

3% of the

Purchase Order value(inclusive of taxes) is to be submitted to NID(Ahmedabad) in form of Demand Draft/ Banker's Cheque / Pay Order's in favour of "**National Institute of Design**" payable at Ahmedabad from any Nationalized/Commercial Bank within 10 days of placement of PO. The same shall be held by NID(Ahmedabad) as a non-interest bearing security instrument. This guarantee is collected to ensure the performance of a contract or an obligation. In case of any default in the performance, non-performance or short performance of a contract, the PG/ Security shall be forfeited. Performance Guarantee/Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations i.e for 38 months. EMD shall be non-interest bearing and the same shall be refunded to the successful bidder after receipt of Performance Guarantee/ Security or re-appropriated towards the PG, if requested by the vendor, at the discretion of NID(Ahmedabad).

NID(Ahmedabad) shall be at liberty to set off /adjust the proceeds of the security deposit towards the loss, if any, sustained due to the Bidder's failure to complete its obligations under the work-order. This is without prejudice to the NID Ahmedabad right to proceed against the Bidder in the event of the security being not enough to fully cover the loss/damage.

5.13 Bid price (in INR Value):-

The price bid should indicate the prices in the format/price schedule only.

The Financial Bid shall be submitted on GeM only. As there are no provisions to submit the item wise price details on GeM, Bifurcated item wise price details shall be submitted by the successful bidder alongwith the Performance Guarantee in the prescribed format of BOQ (Section VII) offline within 15 days of placement of PO. If NID, Ahmedabad finds any mismatch in amount quoted in words & figures then the, then amount indicated in words shall be considered final for the said purpose.

No Price bid shall be provided/ attached with the tech bid, as doing so may lead to disqualification.

No additional charges viz packing, forwarding, cartage, insurance, loading and unloading, entry tax, demo, etc. shall be allowed. Therefore, the same shall be incorporated in Price bid on GeM.

The consolidated price quoted shall be firm and final and payable for the goods/ services supplied/rendered at NID Ahmedabad. Rates shall be valid for the entire duration of the contract.

5.14 Payments Terms.

1	No advance payment shall be made.
2	Payment shall be made within 30 days alongwith applicable charges after completion of contract at respected campuses and submission of PG.

5.15 Taxes & Other Charges.

Vendor shall be entirely responsible for all taxes viz duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.

5.16 Price Comparison.

The L-1 bidder shall be decided inclusive of all taxes & applicable charges for the subject project inclusive of 3-year on-site warranty.

5.17 No Negotiation.

It is absolutely essential for the Bidders to quote the lowest price at the time of making the offer in their own interest, as the NID may not enter into any further price negotiations except with the lowest quoting Bidder whose offer is found to be technically acceptable.

5.18 Short-listing of Bidders.

The commercial offers of only the Bidders whose technical offers found to be technically compliant shall be opened. Others shall not be opened. Also, Conditional bids shall be liable to be rejected.

5.19 Evaluation Process.

The evaluation process of the tender proposed to be adopted by the NID is indicated under this clause. The purpose of this clause is only to provide the Bidders an idea of the evaluation process that the NID may adopt. However, the NID reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever and without any requirement of intimating the Bidders of any such change.

5.20 Evaluation of Bid.

Bidders need to fulfill all the Technical criteria and conditions mentioned in RFP document. NID will examine the bids to determine whether they are completely responsive, whether the bid format confirms to the Tender's requirements, whether any computational errors have been made, whether required EMD, MAF as per proforma has been furnished, whether the documents have been properly signed, and whether the bids are in order including Techno commercial compliance.

The criteria prescribed in respect of specifications of items, years of operation in the business, experience of similar class of work completed etc will first be scrutinized and the Bidder's eligibility for the work will be determined.

As a part of the process to evaluate the technical bids, the Tender Evaluation committee may at its discretion also ask the Bidders to make a presentation/ demonstration before it or seek clarifications which shall be responded within stipulated time.

After evaluating the technical bids and on acceptance, financial bids of technically compliant bidders shall be opened.

L1 Bidder shall be decided based on the total price for the subject solution. NID(Ahmedabad) will award work to the Bidder whose bid has been found to be substantially

responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be competent to perform the work satisfactorily.

It must be kept in view that no decision will be given by the Tender Evaluation Committee. Any inferences drawn during the meeting of this Committee by the Bidders or their representatives will be their own view and the Institute will not abide by the same.

5.21 Non-Consideration of the Bids.

Technical Bids that are rejected after the bid opening process due to incomplete documentation, after considering as per para 5.9 above or due to late receipt, partial bidding etc shall not be considered for further evaluation. Conditional and part tenders shall not be accepted.

5.22 Contacting NID(Ahmedabad).

Bidder, in relation to this TE/ RFP shall not approach NID officials outside of office hours and/ or outside NID office premises, from the time of the Bid opening to the time the Work-Order is awarded.

Any effort by a Bidder to influence NID officials in the decisions on Bid evaluation, bid comparison or work-order award may result in rejection of the Bidder's offer. If the Bidder wishes to bring additional information to the notice of the NID, it should do so in writing.

5.23 No withdrawal / Modification after Bid submission date.

Bidder shall not be permitted to withdraw his/ her/ its offer or modify the terms and conditions thereof after acceptance of tender. In case the Bidder fails to observe and comply with the stipulations made in the tender or backs out after quoting the prices, the EMD/PG/Security Deposit, will be forfeited by the Institute. Besides this, the Bidder may also be liable to be debarred/ blacklisted from participating in the tendering process of NID(Ahmedabad) in future and/or suitable penalty may be levied.

5.24 NID(Ahmedabad)'s Rights.

(a) NID(Ahmedabad) reserves the right to accept/reject any or all the bids in whole or in part and cancel the bidding process without assigning any reason whatsoever and is not bound to accept the lowest tender.

(b) NID(Ahmedabad) also reserves the right to modify and/ or relax any terms & conditions of this tender document before last date of submission of tenders to safeguard its interest.

(c) Any failure on the part of the Bidder to observe the prescribed procedure and any attempt to canvass/influence NID(Ahmedabad) for furtherance of his/her interest, the Bidder's quotation will be cancelled forthwith. The decision of NID(Ahmedabad) in this regard will be final.

(d) NID(Ahmedabad) reserves the right to cancel the tender process without assigning any reason whatsoever, at any stage, in case of any change in requirement.

(e) NID(Ahmedabad) reserves the right to blacklist a Bidder for a suitable period in case the Bidder fails to honor its bid after award of work without sufficient grounds.

(f) NID(Ahmedabad) reserves the right to alter the quantities specified in the bid in the event of changes in requirement. No Bidder will be allowed to change the financial bid if NID(Ahmedabad) decides to drop any items from the schedule.

(g) All the items, for which financial bids are submitted, should be genuine and of the specified branded company. If the material supplied is found to be of non-genuine/ substandard quality, the same will be returned/ replaced at the cost of the Bidder and the NID(Ahmedabad) will not be responsible for any loss to the concerned Bidder for such supply. Further, the bidder may be barred from the present tender or Future tender. In this regard, decision taken by NID(Ahmedabad) shall be final and binding on all bidders.

(h) Reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids at any time prior to award of Work-order.

5.25 Submission of Price Bid.

Price Bid as indicated in the BoQ shall be submitted by the bidder along with the Security Deposit / PG.

5.26 SUPPLY, INSTALLATION, COMMISSIONING & TESTING.

The Bidder shall be responsible for shipment, delivery, and installation of UPS with required accessories at the site and for making it operational at no additional charges, than quoted within

WORK COMPLETION PERIOD: 08 Weeks(Including ITC).

If the Bidder fails to ship/ install the UPS with required accessories within the stipulated time as mentioned in the schedule, NID reserves the right to levy Liquidated Damages(LD) or cancel the Purchase Order.

NID(Ahmedabad) may ask for an acceptance test which shall be undertaken by the bidder to prove the efficacy and performance of the equipment/ solution after installation.

5.27 Order Cancellation.

NID(Ahmedabad) reserves its right to cancel the Purchase / Work Order at anytime by assigning appropriate reasons in the event of one or more of the following conditions:

Delay in delivery beyond the specified period for delivery/ non submission of security deposit/PG, Delay in installation beyond specified period in the Tender. Supply of substandard products/ deviation in supplied stores against which has been accepted in the TE. Serious discrepancy noticed during the inspection.

NID reserves the right to cancel the PO/Work-Order and apply all remedies available under the terms and conditions of the PO/Work Order. Further, the order is liable to be terminated if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the NID(Ahmedabad).

5.28 Software.

The Bidder will supply all the genuine original bundled software, as applicable. If any software is found to be fake/duplicate, the performance guarantee / Security Deposit, will be forfeited, Bidder will be blacklisted, and legal proceedings will be initiated by the Institute.

5.29 Warranty.

The bid shall include a **three-year comprehensive on-site warranty**.

During the warranty period, If there is a hardware/ Software failure the bidder will replace the same, re-install the software that were installed on the hardware, at no additional charge.

The Bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship. Bidder must warrant all components, accessories, spare parts etc. against any manufacturing defects during the warranty period. During the warranty period, Bidder shall maintain and repair/replace at the site all defective components, at no charge to NID(Ahmedabad).

5.30 End-of-Sale / Obsolete Components.

Bidders must bid the latest model that are not announced by the principals/ OEMs as end of sale product or obsolete at the time of receipt of the consignment at NID(Ahmedabad). The offered product should not be more than one year old manufactured from the date of issue of purchase order.

5.31 Spare Parts.

If any of the components are not available during the warranty period, in such case Bidder must replace it with equivalent or higher capacity without any extra cost.

5.32 Support.

Bidders are also required to submit details like address of the nearest support center, detail support escalation matrix including OEM, number of service engineers available along with their names, telephone/mobile numbers, forwarranty service etc.

5.33 Liquidated Damages/ Penalty.

Delay in shipment, delivery and installation for reasons other than force majeure or factors beyond the scope of the supplier, as decided by NID(Ahmedabad):-

- (a) **for Material.** NID(Ahmedabad) will charge LD @ 0.5 % of the value of undelivered items per week for the delay in delivery of UPS alongwith required accessories beyond 08 weeks from the last date of delivery as mentioned in the Purchase Order, subject to a maximum 10% of the cost of undelivered items. After the maximum penalty value is reached, the order may, at NID(Ahmedabad)'s discretion be cancelled and/or NID(Ahmedabad) may initiate necessary action, as deemed fit.

(b) **for Services/ Installation.** NID(Ahmedabad) will charge LD @ 0.3 % of the total order value per week for the delay in Installation/ services of the project including delivery period from the last date of delivery date as mentioned Purchase Order or equivalent, subject to a maximum 10% of the total order value. After the maximum penalty value is reached, the order may, at its discretion be cancelled by NID(Ahmedabad) and NID(Ahmedabad) may initiate necessary action, as deemed fit.

The above two entities are i.e for material & for services are separate entities and shall take reckoning date for LD/ Penalty shall be wef last date of delivery period.

5.34 Delay in Repair.

Any system that is reported to be down/ unserviceable on a given date should be either fully repaired or replaced within 2 working days. The problem reported by NID(Ahmedabad) will be through a telephonic message/ e-mail.

In case Bidder fails to repair or replace Equipment within 2 working days of the Institute, there will be a penalty @ 500/- per day from the third day, till it becomes fully serviceable, at NID's discretion.

5.35 Quality Standards.

NID(Ahmedabad) is looking for well proven/ designed and quality product. All items quoted should be associated with specific model numbers and names and with literature. Any deviations from the specifications as given should be clearly listed in Annexure called "deviations" giving reasons thereof.

5.36 Assignment & Sub Contracts.

The Bidder shall not assign, in whole or in part, its rights and obligations to perform under the Agreement to a third party, except with the prior written consent from NID. The Bidder shall notify the NID in writing of such subcontracts awarded under the Work-order Agreement. Such notification shall not relieve the Bidder from any liability or obligation under this Agreement. The Bidder shall fully indemnify NID for any claims/damages whatsoever arising out of the Sub contracts.

5.37 Service Terms.

It is mandatory for Bidder to deploy qualified professional to install, commission & maintain the equipment, as defined under scope of work.

5.38 Indemnity.

Bidder shall indemnify, protect and save NID(Ahmedabad) against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the items supplied by Bidder.

5.39 Original Equipment.

Bidder, by bidding guarantee that all the components delivered to NID(Ahmedabad) are genuine and brand new. The Bidder shall guarantee that the equipment supplied to NID is licensed and legally obtained. All hardware and software must be supplied with their original and complete printed documentation. If any hardware and software is found to be fake, the

security deposit will be forfeited, Bidder will be blacklisted and legal proceedings will be initiated by the Institute.

5.40 Force Majeure.

Bidder shall not be liable for default or non-performance of the obligations under the PO/ work-order or equivalent, if such default or non-performance of the obligations under this work-order is caused by any reason or circumstances or occurrences beyond the control of the Bidder, i.e. Force Majeure.

For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the Bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, strikes, earth quake, natural calamity and fire, events not foreseeable but does not include the Bidder's fault or negligence or carelessness on the part of the Bidder, resulting in such a situation.

In the event of any such intervening Force Majeure, the Bidder shall notify NID in writing of such circumstances and the cause thereof immediately within two calendar days, of its occurrence. Unless otherwise directed by NID, the Bidder shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, NID(Ahmedabad) and the Bidder shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding above, the decision of NID(Ahmedabad) shall be final and binding on the Bidder.

5.41 Resolution of Disputes.

All disputes and differences of any kind whatsoever, arising out of or in connection with this Bid or in the discharge of any obligation arising under this Bid (whether during the progress of the work or after completion of such work and whether before or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days' notice in writing to the other party clearly setting out there in the specific disputes. In the event of absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators, one to be nominated by each party, and the said arbitrators shall appoint a presiding arbitrator. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration. The venue of the arbitration shall be **Ahmedabad**.

Medium of Arbitration. English.

5.42 Jurisdiction:-

In the event of any dispute not resolved amicably as enumerated in clause above, Ahmedabad shall be considered as the place of execution of this work-order arrangement and only courts in Ahmedabad alone shall have jurisdiction in the matter.

5.43 Integrity Pact. The pact essentially envisages an agreement between the prospective vendors/bidders and the buyer, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract. Only those vendors/bidders, who commit themselves to such a Pact with the buyer, would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification. The essential ingredients of the Pact include:-

- (a) Promise on the part of the Procuring Entity to treat all bidders with equity and reason and not to seek or accept any benefit, which is not legally available.
- (b) Promise on the part of bidders not to offer any benefit to the employees of the Procuring Entity not available legally and also not to commit any offence under Prevention of Corruption Act, 1988 or Indian Penal Code 1860.

Section 6: Technical Specifications

(A) 10 KVA with 1 hour Battery backup

Sr. No.		Descriptions	Compliance- (Yes/No/Partial)- Remarks/Vendor Response & product/feature
	Make Offered		
	Model offered		
1.	Technology	True online double conversion technology UPS system with IGBT based rectifier / inverter	
2.	Capacity	10 KVA / 8 KW	
	Input Parameters:		
3.	Voltage	230 VAC, 1 Phase 3 Wire	
4.	Voltage Range	160V to 300 VAC at full load, 110 to 300 VAC at 0 to 50 % load or better	
5.	Frequency	50 Hz +/- 4	
6.	Power Factor at rated load	0.99 at full load or better	
7.	Current Harmonic Distortion	Less than 10% at full load and nominal input voltage	
8.	OVCD	Required (builtin)	
	Output Parameters:		
9.	Voltage	220/230/240 VAC +/- 1%, 1 Phase	
10.	Frequency	50 Hz +/- 0.25 Hz (in Battery Mode) +/- 5% (in Sync)	
11.	THD v	< 3 % for Linear Load ; < 5 % for Non Linear Load	
12.	Overload rating	105 to 110 % for 3 min ; 111 to 130 % for 30 sec	
13.	Output waveform	Pure sinewave	
14.	Crest Factor	3 : 1 or better	
15.	Power Factor	0.8 PF or better	
16.	Overall Efficiency	>= 90 %	
	Battery Parameters:		
17.	Type	Sealed Maintenance Free VRLA conforming to JISC:8702 Batteries	
18.	Make	Exide / Amara Raja or equivalent	
19.	End cell voltage	10.5 V per Battery or better	
20.	DC Voltage	216 VDC	
21.	Backup Time	60 minute min	
22.	VAH	At least 1600 X Per KVA X Per hour of backup time	
23.	Battery Rack & Connectors	Powder coated battery rack / stand to be provided	
24.	Charger	Constant Current / Float Charging with Temperature Compensated	
25.	Charging Capacity	10 % of the Battery AH Capacity	
26.	Transfer time	0 ms	

27.	Static Bypass	inbuilt	
28.	Isolation Transformer	Inbuilt required with flexibility at Input/output	
29.	Other Features:		
30.	LCD Display	Input Voltage, Frequency	
31.		Output Voltage, Frequency, Load level	
32.		Battery Voltage, Level in %	
33.		Fault Information	
34.		MIMIC Information	
35.	LED Indication	Bypass, Line, Battery and Fault	
36.	Protection	Input High / Low, Over Load, Short Circuit, Over Temperature, Battery Over Charge, Surge Protection, UPS Input MCB	
37.	Audible Alarm	Battery Mode, Low Battery, Fault, Over Load, Bypass Mode	
38.	Cold Start	Required	
39.	Auto Restart	Required	
40.	Intelligent Fan Operation	Required	
41.	Generator Compatibility	Required	
42.	Connections	Input & Output : Terminal	
43.	EPO	Required	
44.	Communication Port	RS 232, USB	
45.	Noise Level	< 58 dB at 1 meter distance	
46.	Operating Temperature	0 to 40 Deg C	
47.	Humidity	upto 95 %	
48.	Altitude	< 1000 meters	
49.	After sales service (Turn Around Time)	Within 48 hours	
50.	Preventive Maintenance	Quarterly	
51.	Installation And Commissioning Or Service	Ahmedabad/Gandhinagar and Bengaluru service support on 24 x 7 basis, Availability of spares in close proximity	
52.	After sales service (Turn Around Time)	Within 48 hours	
53.	Test Report / Certificate	CE (Safety : IEC / EN 62040-1 & EMI / EMC : IEC / EN 62040-2)	
54.		BIS : IS 16242 Part 1 : 2014 (Manufacturing address of offered model should be in India - Refer Make in India policy)	
55.		PeP Certification	
56.		Performance test report from any Central Gov Lab / NABL Approved Lab	

(B) 40 KVA with 30 minutes Battery backup

Sr. No.		Descriptions	Compliance- (Yes/No/Partial)- Remarks/Vendor Response & product/feature
	Make		
	Model		
1.	Technology	True online double conversion technology UPS system with IGBT based rectifier / inverter	
2.	Capacity	40 KVA	
	Input Parameters:		
3.	Voltage	AC Three phase 300 V - 450V sinewave 50Hz	
4.	Voltage Range	160V to 300 VAC at full load, 110 to 300 VAC at 0 to 50 % load or better	
5.	Frequency	50 Hz (46 to 54 Hz)	
6.	Power Factor at rated load	0.99 at full load or better	
7.	Current Harmonic Distortion	Less than 10% at full load and nominal input voltage	
8.	OVCD	Required (builtin)	
	Output Parameters:		
9.	Voltage	AC 3 phase 415V having a variable setting the range starting from 380 volt - variable upto to 415 volt.	
10.	Frequency	50 Hz +/- 0.25 Hz (in Battery Mode) +/- 5% (in Sync)	
11.	THD v	< 3 % for Linear Load ; < 5 % for Non Linear Load	
12.	Overload rating	105 to 110 % for 3 min ; 111 to 130 % for 30 sec	
13.	Output waveform	Pure sinewave	
14.	Crest Factor	3 : 1 or better	
15.	Power Factor	0.8 PF or better	
16.	Overall Efficiency	>= 90 %	
	Battery Parameters:		
17.	Type	Sealed Maintenance Free VRLA conforming to JISC:8702 Batteries	
18.	Make	Exide / Amara Raja or equivalent	
19.	End cell voltage	10.5 V per Battery or better	
20.	DC Voltage	216 VDC	
21.	Backup Time	30 minute min	
22.	VAH	min 9072 VAH	
23.	Battery/Backup Bank	30 Minutes Min	
24.	Battery/Backup Bank Provided with Online UPS	With Battery	

25.	Backup time (Minutes) (hint: NA in case battery not provided)	30 Minutes	
26.	Battery capacity (Ah)	75 or Better	
27.	Minimum Guaranteed VAH	1600 X Per KVA X Per hour of backup time	
28.	Installation And Commissioning Or Service		
29.	Installation and Commissioning (Covered in the Scope of Supply)	Provided	
30.	After sales service (Turn Around Time)	Within 48 hours	
31.	Preventive Maintenance	Quarterly	
32.	Other Services provided	Ahmedabad/Gandhinagar and Bengaluru service support on 24 x 7 basis, Availability of spares in close proximity	
33.	Performance / Functional		
34.	Inbuilt isolation transformer	Without	
35.	Overall Efficiency (%)	>/=90% & <94% without Inbuilt isolation transformer	
36.	Power Factor Load Supported	0.8 or better	
37.	Overload limit	20% Overload for minimum 5 minute,50% Overload for minimum 1 minute or better	
38.	Total Harmonic Distortion(THD) (%)	3% Maximum @ 100% Linear Load or better	
39.	Accessories	Rack for Batteries,SNMP Card (with Suitable Software) for communication	
40.	Salient Features		
41.	Protection	Protection for under voltage at battery terminal, Protection of Over voltage, Short Circuit & over load at UPS output terminal, Over temperature protection	
42.	Metering	Input Voltage, Output Voltage, Input Frequency, Output Frequency, Output Current	
43.	Alarms and Indications	Indicator for Mains presence ,Indicator for Battery charging and discharging, Indicator for Output Over Load with Audible Alarm, Indicator for Low Battery Voltage with Audible Alarm ,Alarm for Over temperature, Alarm for Low Battery	
44.	Type of Design / Construction	Floor Standing	
	Enclosure (mm)	1.0 mm Minimum Thickness of M.S. Sheet duly powder coated	
45.	Degree of Protection	IP20	
46.	DC Bus Voltage (In Volts)	480	

	Other Constructional Features	Battery Fuse, Inverter reset push button, Static by pass facility, Manual by pass facility, UPS shall be free from workmanship defects, sharp edges, nicks, scratches, burst, etc. All fasteners shall be fixed properly. The equipment shall be complete with all parts and all parts shall be functional	
47.	Operating Conditions		
48.	Minimum Operating Temperature	0 degree Celsius or better	
49.	Maximum Operating Temperature	40 degree Celsius or better	
50.	Relative Humidity Non Condensing at 40 deg C	90 percent or better	
51.	Test Report / Certificate	CE (Safety : IEC / EN 62040-1 & EMI / EMC : IEC / EN 62040-2)	
52.		BIS : IS 16242 Part 1 : 2014 (Manufacturing address of offered model should be in India - Refer Make in India policy)	
53.		PeP Certification	
54.		Performance test report from any Central Gov Lab / NABL Approved Lab	

(C) 60 KVA with 30-minute battery backup

Sr. No.		Descriptions	Compliance- (Yes/No/Partial)- Remarks/Vendor Response & product/feature
	Make		
	Model		
1.	Technology	True online double conversion technology UPS system with IGBT based rectifier / inverter	
2.	Capacity	60 KVA	
	Input Parameters:		
3.	Voltage	AC Three phase 300 V - 450V sinewave 50Hz	
4.	Voltage Range	160V to 300 VAC at full load, 110 to 300 VAC at 0 to 50 % load or better	
5.	Frequency	50 Hz (46 to 54 Hz)	
6.	Power Factor at rated load	0.99 at full load or better	
7.	Current Harmonic Distortion	Less than 10% at full load and nominal input voltage	
8.	OVCD	Required (builtin)	
	Output Parameters:		
9.	Voltage	AC 3 phase 415V having a variable setting the range starting from 380 volt - variable upto to 415 volt.	
10.	Frequency	50 Hz +/- 0.25 Hz (in Battery Mode) +/- 5% (in Sync)	
11.	THD v	< 3 % for Linear Load ; < 5 % for Non Linear Load	
12.	Overload rating	105 to 110 % for 3 min ; 111 to 130 % for 30 sec	
13.	Output waveform	Pure sinewave	
14.	Crest Factor	3 : 1 or better	
15.	Power Factor	0.8 PF or better	
16.	Overall Efficiency	>= 90 %	
	Battery Parameters:		
17.	Type	Sealed Maintenance Free VRLA conforming to JISC:8702 Batteries	
18.	Make	Exide / Amara Raja or equivalent	
19.	End cell voltage	10.5 V per Battery or better	
20.	DC Voltage	216 VDC	
21.	Backup Time	30 minute min	
22.	VAH	min 9072 VAH	
23.	Battery/Backup Bank		
24.	Battery/Backup Bank Provided with Online UPS	With Battery	

25.	Backup time (Minutes) (hint: NA in case battery not provided)	30 Minutes	
26.	Battery capacity (Ah)	75 or Better	
27.	Minimum Guaranteed VAH	1600 X Per KVA X Per hour of backup time	
28.	Installation And Commissioning Or Service		
29.	Installation and Commissioning (Covered in the Scope of Supply)	Provided	
30.	After sales service (Turn Around Time)	Within 48 hours	
31.	Preventive Maintenance	Quarterly	
32.	Other Services provided	Ahmedabad/Gandhinagar and Bengaluru service support on 24 x 7 basis, Availability of spares in close proximity	
33.	Performance / Functional		
34.	Inbuilt isolation transformer	Without	
35.	Overall Efficiency (%)	>/=90% & <94% without Inbuilt isolation transformer	
36.	Power Factor Load Supported	0.8 or better	
37.	Overload limit	20% Overload for minimum 5 minute,50% Overload for minimum 1 minute or better	
38.	Total Harmonic Distortion (THD) (%)	3% Maximum @ 100% Linear Load or better	
39.	Accessories	Rack for Batteries, SNMP Card (with Suitable Software) for communication	
40.	Salient Features		
41.	Protection	Protection for under voltage at battery terminal, Protection of Over voltage, Short Circuit & over load at UPS output terminal, Over temperature protection	
42.	Metering	Input Voltage, Output Voltage, Input Frequency, Output Frequency, Output Current	
43.	Alarms and Indications	Indicator for Mains presence ,Indicator for Battery charging and discharging, Indicator for Output Over Load with Audible Alarm, Indicator for Low Battery Voltage with Audible Alarm ,Alarm for Over temperature, Alarm for Low Battery	
44.	Type of Design / Construction	Floor Standing	
	Enclosure (mm)	1.0 mm Minimum Thickness of M.S. Sheet duly powder coated	
45.	Degree of Protection	IP20	
46.	DC Bus Voltage (In Volts)	480	

	Other Constructional Features	Battery Fuse, Inverter reset push button, Static by pass facility, Manual by pass facility, UPS shall be free from workmanship defects, sharp edges, nicks, scratches, burst, etc. All fasteners shall be fixed properly. The equipment shall be complete with all parts and all parts shall be functional	
47.	Operating Conditions		
48.	Minimum Operating Temperature	0 degree Celsius or better	
49.	Maximum Operating Temperature	40 degree Celsius or better	
50.	Relative Humidity Non Condensing at 40 deg C	90 percent or better	
51.	Test Report / Certificate	CE (Safety : IEC / EN 62040-1 & EMI / EMC : IEC / EN 62040-2)	
52.		BIS : IS 16242 Part 1 : 2014 (Manufacturing address of offered model should be in India - Refer Make in India policy)	
53.		PeP Certification	
54.		Performance test report from any Central Gov Lab / NABL Approved Lab	

Section 7: Unpriced Bill of Quantities – Make Model Definition

SECTION 7					
PRICED BOQ FORMAT FOR SUPPLY/ SERVICE, INSTALLATION, TESTING & COMMISSIONING OF UPS FOR NID, AHMEDABAD, GANDHINAGAR & BENGALURU					
Sr. No	Description	UOM	Total Qty.	Price# (in figure)#	Price# (in words)
A	Supply of 10KVA with 1 hour Battery Backup (For NID Bengaluru Campus)	Nos.	1		
A1	Installation of above UPS	Nos.	1		
A2	Testing of above UPS	Nos.	1		
A3	Commissioning of above UPS	Nos.	1		
B	Supply of 40KVA with 30 minutes Battery Backup (1 No. each for NID Gandhinagar & Bengaluru Campuses)	Nos.	2		
B1	Installation of above UPS	Nos.	2		
B2	Testing of above UPS	Nos.	2		
B3	Commissioning of above UPS	Nos.	2		
C	Supply of 60KVA with 30 minutes Battery Backup (For NID Ahmedabad Campus)	Nos.	1		
C1	Installation of above UPS	Nos.	1		
C2	Testing of above UPS	Nos.	1		
C3	Commissioning of above UPS	Nos.	1		
	Any other item required to complete the installation	-	-		
Total Cost					

Note:

- (a) Prices are to be inclusive of 3 Yrs comprehensive onsite warranty as per tender specifications.
- (b) Model (All the partcodes required to complete the set with quantities of each required should be mentioned).
- (c) During the warranty period, If there is a equipment failure the bidder will replace the same, re-install the software that were installed on the hardware, at no additional charge.

The Bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship. Bidder must warrant all components, accessories, spare parts etc. against any manufacturing defects during the warranty period. During the warranty period, Bidder shall maintain and repair/replace at the site all defective components, at no charge to NID(Ahmedabad).

SECTION – 8 - ANNEXURES

Annexure I

EMD Details

Sr. No.	Item	Amount (In Rs.)	Name of the Bank & Branch	Demand Draft No.
1	EMD			

Annexure II : Tender Letter form

TENDER LETTER FORM

Date: _

From (Registered name and address of the Bidder.)

To, The Director
National Institute of Design
Opp Musuem, Paldi Ahmedabad 380007
Gujarat – India

Date:

Sir,

Having examined the tendering documents, we the undersigned, offer to supply, install, test, integrate and commission of UPS as detailed in the bidding document (as enclosed) in response to T/E numberdated

we undertake to maintain validity of the Tender for a period of 3 (90 days) months from the lastdate of Tender submission as specified in the bidding document or extended. The same shall remain binding upon us and may be accepted at any time before the expiration of that period.

supply, installation, testing & commissioning of UPS with required accessories to respective campuses at Ahmedabad, Gandhinagar & Bengaluru campuses.” for a period of 36 months (warranty period) in conformity with the bidding documents (and as amended from time to time).

Assistance in Operation and Comprehensive Maintenance of system for a period of 3 years (after commissioning of the system).Commission the Equipments within the timeframe as defined in the Tender documents (and as amended from time to time) execute work-order in totality and provide all securities & guarantees as required in the Tender document (and as amended from time to time). Until a formal work-order is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding work-order on us.

Certify that products and Systems to be supplied shall be from eligible countries aspecified in the above-mentioned T/E document.

We hereby confirm full compliance with all of terms and conditions of this

tenderDated this__day of_____.

Signature

(in the capacity of)

Duly authorized to sign Tender for and on behalf of

Witness: (Signatures with name and designation), Address, etc:

Annexure III : Manufacture's Authorization Form

Date:

To,
The Director
National Institute of
DesignOpp. Musuem,
Paldi Ahmedabad 380007
Gujarat – India

RFP Ref: **Tender Enquiry No. NID/IT/06/2022-23** dated_____and due on_____

Sub: Authorization Letter for Bidding for the above tender

Dear Sir,

We _____ who are established and reputable manufacturers and head office /manufacturing hereby authorize _____ to submit a bid, and sign the work-order with NID for the goods manufactured by us against the above Invitation for Bid.

We hereby extend our full guarantee and warranty for the goods supplied by us, Confirm that the products quoted are not end of life products, and we confirm that we would provide warranty support including spares, patches for the quoted products available for next 3 years.

Yours faithfully,

Authorized Signatory

Annexure IV Work Experience in UPS.

Sr. No	Name of the Organization	Address of Installation	Start Date of the Project	Completion Date of the Project	Scope of Work Description in Brief of the Components used in the Solutions	Value of The Project in Rs.	Supporting PO and Completion Certificate attached or not
1							
2							
3							
4							
5							
6							

Annexure V: Financial Strength of the Bidder

Financial Year (Last three years)	Turn Over in Lakhs of Rupees	Turnover from Similar electronic solution in LAKHS	Audited Accounts submitted. (Yes/No) and Supporting Auditor Certificate for SI Turnover submitted (YES/NO)

Note: Please fill this form and attach the audited Annual Accounts for the last three financial years along with the Auditor Certificate confirming the System Integration Turnover