

**Central Examination Organization,
O/o Director General of Civil Aviation,
East Block III, Level III, R.K Puram, New Delhi-110066**

BID DOCUMENT (LIMITED TENDER)

EQUIPMENT: - 'UPS 20 KVA' (3 Phase I/O-Inclusive of Batteries with backup time 30 minutes)-.

1. Central Examination Organization, O/o Director General of Civil Aviation, East Block III, Level III, R.K Puram, NEW DELHI India invites *sealed tenders* in two bid system (**Technical Bid & Financial/Price Bid**) from reputed manufacturers/authorized agents (holding valid DGS&D registration certificate for UPS) for the supply, installation & commissioning of the following item:

QTY No	NAME OF THE EQUIPMENT	EMD to be given (Rs)
03 (Three)	UPS 20 KVA (3 Phase I/O-Inclusive of Batteries with backup time 30 minutes)	35,000/-

- Last date & time for submission : 30.07.2014 up to 5.30 p.m.
- Date/Time for opening of technical bids : 04.08.2014 at 3.00 p.m.
- Date/Time for opening of price bids : 11.08.2014 at 3.00 p.m.
- EMD : Payable by DD or Pay Order drawn on scheduled bank and in Favor of "PAO, DGCA, MCA, NEW DELHI" which is payable at New Delhi.

2. **THE EMD OF RS. 35,000/- MUST BE SUBMITTED IN THE FORM OF DD or PAY ORDER OTHERWISE THE TENDER WILL SUMMARILY BE REJECTED. Please write the name of company and equipment with complete address on the reverse side of the Demand Draft/Pay order.**
3. The Technical bids will be opened in the presence of representatives of tenderers, if any. **If the date of opening happens to be a holiday, the bids shall be opened next working day at the same time. Requests for postponement will not be entertained.** Fax/email bids or Late/Delayed tenders shall not be considered.
4. The terms and conditions for this tender and procurement are specified in the tender document which is attached to this notice. Tender bids if not accompanied with the EMD as mentioned above shall be summarily rejected.
5. Director General of Civil Aviation reserves the right to accept any or all tenders either in part or in full without assigning any reasons there for.

To Be Submitted To

Director (Central Examination Organisation),
O/o DGCA, East Block- III, Level-III, R.K.Puram, New Delhi-110066

▼ DETAILS ARE AS FOLLOWS:

UPS 20 KVA

BRIEF SUMMARY OF QUOTATION & CHECKLIST
(Not to be used for Evaluation/Comparison Purpose)

QUOTE/ FILL RELEVANT INFORMATION IN Rs.

(Please Fill ALL COLUMNS. DON'T Write 'AS PER QUOTATION' / 'PLEASE REFER TO OUR OFFER ETC.')

Quotation Ref. No.		Date	
01	Main Item Model NUMBER		
02	Payment Terms (Conditional Payment Terms Will NOT Be Accepted)		
03	Delivery Time (Weeks/Months)		
04	Warranty (Months/Years)		
05	Validity of Quotation (Days/Months)		
CHECKLIST			
01	Following things are mentioned on the main (outer) envelope Item name/reference no /last date for submission of tender/date of opening of tender /firm's name & address		
02	EMD is enclosed (With the Technical Bid Envelope)		
03	Demand Draft(s) Is/Are In Favour Of PAO, DGCA, MCA, New Delhi Firm's Name/Ref. No. Etc. Has Been Mentioned On The Back Side of DDs.		
04	Only Relevant Documents (Technical Brochures/Leaflets Etc.) Required In Support Of The <u>Quoted Item Have Been Enclosed. No Irrelevant Papers like ITCC, User Recommendations,</u> <u>and Order Copies etc. Have Been Enclosed Unless Specifically Asked For.</u>		
05	Quotation Have Been Duly Signed And Stamped By The Authorized & Competent Person. All <u>Cuttings/Over Writings</u> Have Been Duly Checked, Initialed And Stamped. (If Applicable)		
06	'Price Bid' has not been enclosed in the envelope marked 'Technical Bid'		
07	This page will be enclosed with the price bid.		

We have read and understood the tender terms and conditions. The undersigned is competent to sign the tender document including this page on behalf of the quoting firm.

Date

Bidder's signature with Seal

INSTRUCTION TO BIDDERS (ITB)

INTRODUCTION

1 Eligible Bidders

- 1.1 This Invitation for Bids is open to all reputed manufacturers/authorised agents/dealers (holding valid DGS&D registration certificate for UPS) specifically authorized by the manufacturers to quote on their behalf for this tender as per manufacturer's authorization form and Indian agents of foreign principals, if any who possess the qualifying requirements as specified .
- 1.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.

2 Cost of Bidding

- 2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

THE BIDDING DOCUMENTS

3 Cost of Bid Document

- 3.1 The complete bid document is supplied free of cost to the vendors.

4 Contents of Bid Document

- 4.1 The Bidder is expected to examine all instructions, forms, terms (ITB/GCC), and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive shall result in rejection of the bid.

5 Amendment to Bid Document

- 5.1 The prospective bidders are **required** to keep a watch on the DGCA website w.r.t. any amendment to the tender document or to clarification to the queries raised by the bidders till 03 (three) days prior to the opening of the tender. The Purchaser (DGCA) reserves the right to reject the bids if the bids are submitted without taking into account these amendments/clarifications. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

PREPARATION OF BIDS

- 6 Each Tenderer/Bidder has to submit an affidavit, (Annexure-'A') in a e-stamp paper of Rs. 50/- (duly notarized) to the effect that the he/they undertake that:
 - (i) The documents submitted by the Bidder/Tenderer are genuine and undisputable and in the event of it coming to notice at later date that the documents are not genuine, Bidder/Tenderer shall be liable for criminal action and such compensation payable to DGCA as may be decided by the Director General of Civil Aviation.
 - (ii) The Bidder/Tenderer will not withdraw his/their tender after opening of technical bid and if done so; his/their EMD may be forfeited.
 - (iii) The Bidder has not been blacklisted by any of the Government Department/ Government Institutions etc. during last three years.
 - (iv) There is no complaint against the Bidder/Tenderer such as "delayed supply, non-supply, non-submission of performance bank guarantee and refusal of supply etc. and for which 'no punishment of any type' has been given by any of the Govt. Deptts./Govt. Institutes etc.

7 Documents Comprising the Bid

The bid is required to be submitted in **two parts**. One part is the **Techno-Commercial Unpriced Bid** and the other part is the **Financial/Price Bid**.

7.1 Techno-Commercial Unpriced Bid prepared by the Bidder shall include the following without indicating the price in the Bid Form.

- (i) EMD As Specified In the Invitation to Bids.
- (ii) Bid Form
- (iii) Manufacturer's Authorization Form;
- (iv) Technical Specification Compliance Form;1 & 2
- (v) Performance Statement;
- (vi) T&C Deviation Statement.
- (vii) Service Support Details;
- (viii) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted as per qualification requirements/criteria.
- (ix) The Comprehensive Annual Maintenance Contract (CAMC) terms & conditions detailing the exclusions, if any and the estimated life of the equipment offered.
- (x) If the demonstration of the goods/equipment is deemed essential as per the technical requirements then confirmation reflecting willingness to arrange demonstration of the equipment offered free of charge at CEO, O/o DGCA or any other location on a mutually agreeable date, prior to opening of priced bid to ascertain conformity with the tendered specifications.
- (xi) Affidavit on E-stamp paper (duly notarized) as required under para 6 above.

7.2 The Price/Financial Bid shall comprise the Techno Commercial Bid with price indicated in the bid form.

8 Prices Bid

8.1 The Bidder shall indicate the unit prices and total bid prices of the goods it proposes to supply under the order and enclose it with the priced bid.

8.2 Prices indicated shall be entered separately in the following manner **(For Indigenous Items):**

- (i) The price of the goods, quoted shall include all duties and sales and other taxes already paid or payable.
- (ii) Rates should be quoted FOR delivery at CEO, O/oDGCA, East Block III, Level III, R.K.Puram New Delhi-110066 inclusive of packing, forwarding, Customs clearance, installation and commissioning charges etc.

8.3 Prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

9 Bid Currency

9.1 Prices shall be quoted in Indian Rupees only.

10 Documents Establishing Bidder's Eligibility and Qualifications

10.1 The bidder shall furnish, as part of its bid, documents establishing the bidders' eligibility to bid and its qualification to perform the contract if its bid is accepted

10.2 That the bidder meets the qualification criteria listed in Bid Document.

11 Documents Establishing Goods' Eligibility and Conformity to Bid Document

11.1 The documentary evidence of the goods and services eligibility shall consist of a statement on the country of origin of the goods and services offered .

11.2 Specifications are basic essence of the product. It must be ensured that the offers are strictly as per our specifications. At the same time it must also be kept in mind that merely copying our specifications in their quotation shall not make firms eligible for consideration. The documentary evidence of conformity of the goods and services to the Bid Document may be in the form of literature, drawings and data, and shall consist of:

- (i) A detailed description of the essential technical and performance characteristics of the goods;
- (ii) A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two years, following commencement of the use of the goods by the Purchaser; and
- (iii) An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

12 Period of Validity of Bids

- 12.1** Bids shall remain valid for 180 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.

13 Format and Signing of Bid

- 13.1** The Bidder shall submit the bids in two separate envelopes. One envelop shall contain Techno commercial un-priced bid and the other shall contain the priced bid.
- 13.2** The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 13.3** Any interlineations, erasures or overwriting shall be valid only if the persons or persons signing the bid initial them.

SUBMISSION OF BIDS

14 Sealing and Marking of Bids

- 14.1** The bidder shall seal the Techno Commercial Un-priced Bid and the Price/Financial Bid in two separate envelopes duly marked as "Techno Commercial Un-priced Bid" and "Price/Financial Bid" respectively. Both the envelopes shall then be sealed in one outer (main) envelope.
- 14.2 The inner and outer envelopes shall:**
- (i) Be addressed to the Purchaser at the following address:

**Director (Central Examination Organisation),
O/o DGCA, East Block- III, Level-III, R.K.Puram, New Delhi-110066**
 - (ii) Bear the Item Name /Reference No./ Last Date For Submission Of Tender / Date Of Opening Of Tender / Firm's Name & Address and a statement "Do not open before Time hrs(IST) on Date." As per the DGCA details.
- 14.3** If the outer envelope is not sealed and marked as required, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.
- 14.4** Fax or e-mail bids will be rejected.

15 Deadline for Submission of Bids

- 15.1** Bids must be received by the Purchaser at the address specified under Clause 14.2 not later than the time and date specified in the Invitation for Bids. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day.
- 15.2** The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

16 Late Bids

- 16.1** Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, pursuant to Clause 15, will be rejected and/or returned to the Bidder.

17 Modification and Withdrawal of Bids

- 17.1** The Bidder may modify or withdraw its bid after the bid's submission; provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.
- 17.2** The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance. A withdrawal notice may also be sent by telex or cable or fax or e mail but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.
- 17.3** No bid may be modified subsequent to the deadline for submission of bids.
- 17.4** No bid can be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the bid form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security/EMD besides blacklisting them (bidder).

OPENING AND EVALUATION OF BIDS

18 Opening of Bids by the Purchaser

- 18.1 The Purchaser will open all Techno Commercial Un-priced Bids, in the presence of Bidders' representatives who choose to attend, as per the schedule given in invitation to bids.
- 18.2 The Bidders' representatives who are present shall sign the quotation opening sheet evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time and location on the next working day.

19 Clarification of Bids

- 19.1 To assist in the examination, evaluation and comparison of bids, the Purchaser may, at its discretion ask the bidder for any clarification(s) of its bid. The request for clarification and the response shall be in writing and no change in the price substance of the bid shall be sought, offered or permitted. However no post Bid clarifications at the initiative of the Bidder shall be entertained.

20 Preliminary Examination

- 20.1 The Purchaser will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids from suppliers, without DGS&D Registration Certificate, without proper Authorization from the manufacturers will be summarily rejected.
- 20.2 The Purchaser may waive any minor infirmity, non-conformity, or irregularity in a bid, which does not constitute a material deviation, provided such a waiver, does not prejudice or affect the relative ranking of any Bidder.
- 20.3 Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations.
- 20.4 After downloading, the language of standard clauses etc. mentioned in this 'Bid Document' should not be tampered with/ changed/modified in any manner whatsoever. If any such modification etc. comes to our knowledge at any stage, the bid shall be rejected immediately and EMD shall also be forfeited.

21 Bid Price

- 21.1 For evaluation and comparison, the Purchaser will accept the bid prices that are payable in Indian Rupees only.

22 Evaluation & Comparison Of Bids

- 22.1 For the bids surviving the technical evaluation which have been found to be responsive the evaluation & comparison shall be made as under:
- (i) **Indigenous Offers**
The final landing cost of purchase after all discounts, freight, forwarding, insurance (warehouse to warehouse), custom clearing charges taxes etc. shall be the basis of evaluation.
- 22.2 Conditional tenders/discounts etc. shall not be accepted. Rates quoted without attached conditions (viz. Discounts having linkages to quantity, payment terms etc.) will only be considered for evaluation purpose. Thus conditional discounted rates linked to quantities and prompt/advance payment etc, will be ignored for determining *inter-se* position. The Purchaser however reserves the right to use the discounted rate/rates considered workable and appropriate for counter offer to the successful tenderers.

23 Contacting the Purchaser

- 23.1 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

24 Purchaser's Right To Vary Quantities At Time Of Award

- 24.1 The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the bid document without any change in unit price or other terms and conditions.

25 Purchaser's right to accept any bid and to reject any or all bid

25.1 The purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.

26 Notification of Award

26.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable or fax or e mail that the bid has been accepted by way of a Purchase Order.

26.2 Upon the successful Bidder's furnishing of performance security, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security.

27 Performance Security

27.1 Within 15 days of the receipt of notification of award/purchase order from the Purchaser, the successful Bidder shall furnish the performance security equivalent to 10% of the cost of equipment, in the form of bank guarantee from a nationalized/scheduled bank in INR.

27.2 If the performance security is not furnished within the stipulated time as per 27.1 above, the contract shall be deemed terminated and will also lead to forfeiture of EMD.

28 Order Acceptance

28.1 The successful bidder should submit acceptance of the Purchase Order immediately but not later than 15 days in any case from the date of issue of the Purchase Order failing which it shall be presumed that the vendor is not interested and his bid security/EMD is liable to be forfeited.

Director (CEO)

GENERAL CONDITIONS OF CONTRACT (GCC)

1 Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (i) "The Order" means the Purchase Order placed by the Purchaser including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (ii) "The Contract Price" means the price payable to the Supplier under the Order for the full and proper performance of its contractual obligations;
- (iii) "The Goods" means all the equipment, machinery, and/or other materials, which the Supplier is required to supply to the Purchaser under the Contract;
- (iv) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;
- (v) "GCC" mean the General Conditions of Contract contained in this section.
- (vi) "SCC" means the Special Conditions of Contract.
- (vii) "The Purchaser" as specified in Special Conditions of Contract.
- (viii) "The Purchaser's country" is "India".
- (ix) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- (x) "Day" means calendar day.

2 Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3 Standards

3.1 The Goods supplied under this bid shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

4 Use of Contract Documents and Information

4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

5 Patent Rights

5.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

6 Submission of the bids

6.1 All bids complete in every respect must reach this office within the last date and time of receipt of bid. No extension shall be allowed for any reason what so ever. Late tenders, Tenders received without Bid security/Earnest Money, cost of bidding documents, if applicable etc. shall be rejected summarily.

6.2 Tender documents are available for sale as per the information specified in Invitation for Bids. Interested bidders may purchase the tender documents on payment of the cost there of or download directly from our website, as indicated in invitation for bids. The Purchaser is not liable for either non-receipt of the tender document or for late receipt of the tender documents.

7 Performance Security

7.1 Within 15 days of receipt of the notification of contract award/purchase order, the Supplier shall furnish performance security for the amount specified under item 27 of ITB.

8 Inspections and Tests

8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.

9 Packing

9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to

withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements and in any subsequent instructions ordered by the Purchaser.

9.3 Packing Instructions: Each package will be marked on three sides with proper paint/indelible ink, the following:

- (i) Item Nomenclature
- (ii) Order/Contract No.
- (iii) Country of Origin of Goods
- (iv) Supplier's Name and
- (v) Packing list reference number

10 Delivery and Documents

10.1 Delivery of the goods including satisfactory installation and commissioning shall be made within a maximum of one month from the date of placement of purchase order. Within 24 hours of shipment, the supplier shall notify the purchaser and the insurance company by cable/telex/fax/e mail the full details of the shipment including contract number, railway receipt number/ AWB etc and date, description of goods, quantity, name of the consignee, invoice etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company:

- (i) 3 Copies of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount;
- (ii) Acknowledgment of receipt of goods from the consignee(s) by the transporter;
- (iii) Insurance Certificate if applicable;
- (iv) Manufacturer's/Supplier's warranty certificate;
- (v) Inspection Certificate issued by the nominated inspection agency, if any, and the Supplier's factory inspection report; and
- (vi) Certificate of Origin.
- (vii) Two copies of the packing list identifying the contents of each package.

10.2 The above documents should be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any and all consequent expenses.

11 Progress of Supply

11.1 Supplier shall regularly intimate progress of supply, in writing, to the Purchaser as under:

- (i) Quantity offered for inspection and date;
- (ii) Quantity accepted/rejected by inspecting agency and date;
- (iii) Quantity dispatched/delivered to consignees and date;
- (iv) Quantity where incidental services have been satisfactorily completed with date;
- (v) Quantity where rectification/repair/replacement effected/completed on receipt of any communication from consignee/Purchaser with date;
- (vi) Date of completion of entire Contract including incidental services, if any; and
- (vii) Date of receipt of entire payments under the Contract (In case of stage-wise inspection, details required may also be specified).

12 Right to Use Defective Goods

12.1 If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.

13 Supplier Integrity

13.1 The Supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.

14 Training

- 14.1 The Supplier is required to train the designated Purchaser's technical and end user personnel to enable them to effectively operate the total equipment.
- 14.2 The training shall be initially carried out during installation & commissioning for operating and maintaining the system. After a certain interval the training on application shall have to be imparted by the supplier. The duration of such training need to be finalized with the user of the equipment.
- 14.3 In case any supplier is not willing to impart such training, the bid shall be treated as non-responsive.

15 Insurance

- 15.1 The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.
- 15.2 For delivery of goods at the purchaser's premises, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destinations) on "All Risks" basis including War Risks and Strikes. The insurance shall be valid for a period of not less than 3 months after installation and commissioning.

16 Transportation

- 16.1 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

17 Spare Parts

- 17.1 The Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
- (i) Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract;
- 17.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but in any case within six months of placement of order.
- 17.3 The incidental services also include:
- 17.4 Furnishing of 01 set of detailed operations & maintenance manual.

18 Warranty

- 18.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination. **The warranty should be comprehensive and on site.**
- 18.2 This warranty shall atleast for 12 months after the Goods or any portion thereof as the case may be, have been delivered including installed and commissioned and accepted at the final destination indicated in the Contract, or for 15 months after the date of shipment whichever period concludes earlier. **Price of CMC/AMC after warranty may please be quoted separately.**
- 18.3 Warranty period shall be atleast for 12 months from date of acceptance of Goods duly satisfactory installed & commissioned. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests. **The warranty should be comprehensive on site.**
- 18.4 **If during the period of warranty any component or spare part is need to be brought from abroad, all associated cost shall be borne by the supplier including the cost of customs duty etc..**
- 18.5 If a different period of warranty has been specified in the 'Technical Specifications' Chapter then the period mentioned in Clause 18.3 above shall stand modified to that extent

19 Payment

19.1 The payment shall be made by the purchaser on satisfactory commissioning of all the UPS at CEO, O/o DGCA, East Block III, R.K Puram, New Delhi-110066.

20 Prices

20.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.

21 Sub-contracts

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

21.2 Sub-contract shall be only for bought-out items and sub-assemblies.

22 Delays in the Supplier's Performance

22.1 Since time is the essence of the contract, delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Contract. Otherwise the purchaser reserves the right to cancel the Purchase order.

23 Penalty

23.1 If the Supplier fails to deliver and install satisfactory any or all of the Goods or to perform the Services within the period(s) specified in the Contract (under Item No10.1 of GCC), the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to 1.5% per week for delay and the maximum deduction is 10 % of the contract price.

24 Termination for Default & Forfeiture of EMD

- (i) The Purchaser may, without prejudice to any other remedy for breach of contract or not accepting the orders for supply the items at his quoted rates etc., by written notice of default sent to the Supplier terminate the Contract in whole or part and forfeit the entire Earnest Money.
- (ii) In the following cases the purchaser may terminate the Contract and forfeit the entire Earnest Money :
 - If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the order, or within any extension thereof granted by the Purchaser.
 - If the Supplier fails to perform any other obligation(s) under the Contract.
 - If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (iii) **For the purpose of this Clause:**
 - "Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, 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 Borrower of the benefits of free and open competition;”

25 Force Majeure

25.1 The Supplier 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(with documentary evidence).

25.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

26 Resolution of Disputes

26.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

26.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, the dispute be referred for resolution to the Director General of Civil Aviation, O/o DGCA, Opp. Safdarjung Airport, New Delhi-110003. Who will be the sole arbitrator and his decision shall be final and binding on all the concerned.

26.3 The venue of the arbitration shall be O/o DGCA, Opp. Safdarjung Airport, New Delhi-110003.

27 Taxes and Duties

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

28 Inspection and Tests : Inspection and tests prior to shipment of Goods and at final acceptance are as follows :

28.1 After the goods are manufactured and assembled, inspection and testing of the goods shall be carried out at the supplier's plant by the supplier, prior to shipment to check whether the goods are in conformity with the technical specifications attached to the purchase order. Manufacturer's test certificate with data sheet shall be issued to this effect and submitted along with the delivery documents. The supplier shall inform the purchaser about the site preparation, if any, needed for installation of the goods at the purchaser's site at the time of submission of order acceptance.

28.2 The acceptance test will be conducted by the Purchaser, their consultant or other such person nominated by the Purchaser at its option after the equipment is installed at purchaser's site in the presence of supplier's representatives. The acceptance will involve trouble free operation and ascertaining conformity with the ordered specifications and quality. There shall not be any additional charges for carrying out acceptance test. No malfunction, partial or complete failure of any part of the equipment is expected to occur. The Supplier shall maintain necessary log in respect of the result of the test to establish to the entire satisfaction of the Purchaser, the successful completion of the test specified.

28.3 In the event of the ordered item failing to pass the acceptance test, a period not exceeding one weeks will be given to rectify the defects and clear the acceptance test, failing which the Purchaser reserve the right to get the equipment replaced by the Supplier at no extra cost to the Purchaser.

28.4 Successful conduct and conclusion of the acceptance test for the installed goods and equipments shall also be the responsibility and at the cost of the Supplier.

29 Manuals and Drawings

29.1 Before the goods and equipments are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals. These shall be in such details as will enable the Purchaser to operate, maintain, adjust and repair all parts of the works as stated in the specifications.

29.2 The Manuals shall be in the ruling language (English) .

29.3 Unless and otherwise agreed, the goods equipment shall not be considered to be completed for the purposes of taking over until such manuals and drawing have been supplied to the Purchaser.

30 **Applicable Law** : The place of jurisdiction would be New Delhi, INDIA.

31 **Notices** : For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.

(i) Purchaser:

Director(CEO),

O/o DGCA, East Block- III, Level-III,

R.K.Puram, New Delhi-110066

(ii) Supplier:

(To be filled in by the supplier)

M/s ...

Seal:-

Place & Date:-

BID FORM

The Director(CEO),
O/o DGCA, East Block- III, Level-III,
R.K.Puram, New Delhi-110066

Sir,

Having examined the bidding document the receipt of which is hereby duly acknowledged, we the undersigned offer to supply and deliver _____(Description of Goods) in conformity with the said bidding documents for a sum or such other sums as may be ascertained from the bid.

We undertake that if our bid is accepted to deliver the goods in accordance with the delivery schedule specified.

If our bid is accepted we will obtain the guarantee of the bank as specified for the due performance of the contract, in the form prescribed by your good self.

We agree to abide by this bid for requisite period of time after the date fixed for bid opening as per the instructions to the bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

This bid, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

Name and address of bidder	Amount in Rupees For 01 Unit	Amount in Rupees For 03 Unit

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 20_____

Signature
In the capacity of _____

Duly authorized to sign the bid for and on behalf of _____

Seal:-

Place & Date:-

(Please do not quote price in the copy attached to Technical Bid)

MANUFACTURERS' AUTHORIZATION FORM

No. _____

Dated _____

**The Director(CEO),
O/o DGCA, East Block- III, Level-III,
R.K.Puram, New Delhi-110066**

Dear Sir:

We _____ who are established and reputed manufacturers of the equipment having factories at _____ (*address of factory*) do hereby authorize M/s (*Name and address of Agent*) to submit a bid, negotiate and receive the order from you against your limited tender enquiry.

No company or firm or individual other than M/s _____ is authorized to bid, and conclude the contract in regard to this business.

We hereby extend our full guarantee and warranty as per conditions of contract for the goods and services offered by the above firm.

Yours faithfully,

(Name)

(Name of manufacturers)

Seal:

Note: This letter of authority should be on the **letterhead of the manufacturer** and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its techno-commercial un-priced bid.

(NOTARIZED AFFIDAVIT)

Each Tenderer/Bidder has to submit an affidavit, in a e-stamp paper of Rs. 50/- (duly notarized) to the effect that he/they undertake that:

- (i) The documents submitted by the Bidder/Tenderer are genuine and undisputable and in the event of it coming to notice at later date that the documents are not genuine, Bidder/Tenderer shall be liable for criminal action and such compensation payable to purchaser as may be decided by the DGCA.
- (ii) The Bidder/Tenderer will not withdraw his/their tender after opening of technical bid and if done so; his/their EMD may be forfeited.
- (iii) The Bidder has not been blacklisted by any of the Government Department/ Government Institutions etc. during last three years.
- (iv) There is no complaint against the Bidder/Tenderer such as “*delayed supply, non-supply, non-submission of performance bank guarantee and refusal of supply etc.* and for which ‘no punishment of any type’ has been given by the Govt. Deptts./Govt. Institutes etc.
- (v) The bidder is approved by the DGS &D for supply of online UPS and will provide the same terms and conditions in respect of warranty etc for supply of 20 KVA UPS to the DGCA.

Signature of the Bidder/Tenderer
On behalf of M/s.

Seal:

Place & Date:

TECHNICAL COMPLIANCE STATEMENT FORM'- 1

An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

ITEM NAME			
S.No.	Tender Specifications	Bidder's Specifications	Remarks/Deviation If any

(Technical literature/brochures/manuals should be attached along with this format)

Please note:

1. Compliance/Deviation statement comparing the specifications of the quoted model to the required specifications. This statement should also give the page number(s) of the technical literature where the relevant specification is mentioned.
2. Bids must have supporting documents (technical literature or copies of relevant pages from the service manual or factory test data) for all the points noted above, failure regarding which may result in rejection of bid.

QUALIFICATION REQUIREMENTS

- 1 The Bidder should be a manufacturer or their dealer specifically authorised by the manufacturer to quote on their behalf for this tender as per manufacturer authorisation form. Such equipments must be of the most recent series/models incorporating the latest improvements in design. The models should be in successful operation for at least one year as on date of Bid Opening.
- 2 The bidder should have executed at least one similar order successfully during the preceding three financial years. The details should be incorporated in the performance statement form along with documentary evidence.
- 3 Details of service support facilities that would be provided after the warranty period should be submitted.
- 4 That the Bidder will assume total responsibility for the fault-free operation of equipment, application software, if any, and maintenance during the warranty period and provide necessary maintenance services for five years after end of warranty period if required.
- 5 Bidders who meet the criteria given above are subject to be disqualified, if they have made untrue or false representation in the forms, statements and attachments submitted in proof of the qualification requirements or have a record of poor performance, not properly completing the contract, inordinate delays in completion or financial failure, etc.
- 6 Other things being equal, preference shall be given to firms who or his principal has supplied and installed similar system at any Govt. Department /Govt. Institutes etc in India.
- 7 ***Any additional bid participation criteria / eligibility conditions etc. mentioned in the Technical Specifications sheet will also form part of the Qualification Requirements along with those mentioned above.***

Director (CEO)

TECHNICAL SPECIFICATIONS FORM-2 FOR 'UPS-20 KVA

Sr.No	Specification	Requirement
1	Capacity	20 KVA
2	IP / OP	3 Phase – IN/3 Phase OUT
3	Technology	Intelligent / True Online Double Conversion, (VFI)Voltage-freq. independent, (IGBT / MOSFET for Rectifier & Inverter both)
4	Rated I/P V Range	300V-450V, 50 +/-3%Hz three phase AC
5	I/P Freq. Range	45-55 Hz
6	I/P P.F	PF Correction required
7	Output Voltage & Frequency	230V \pm 1 % for each Phase 50 Hz \pm 0.25 % (Crystal Controlled)
8	O/P Pwr. Factor	\geq 0.8
9	Load Crest Factor(on full load)	3: 1
10	% Distortion (THD)	\leq 3 % for Non Linear Load & to Specify for - Linear Load*
11	Transient Response	For 100 % step load change O/P should remain in range , specify the -O/P % change and recovery time *
12	Overload Capacity	Withstand 20% overload for 10 mins and 50% for one mins.
13	Overall Efficiency	\geq 92%
14	Metering	Alphanumeric display —showing operational & diagnostic parameters based on true RMS value through Selector Switch. Mention parameters like—IP/OP/Battery voltages, frequencies, load %age, battery capacity, Mains On, Charger Trip, UPS On, Converter On, Over Load ,Battery Over/Under Voltage ,Output Over/Under Voltage, Load on Mains/battery etc.
15	Protections with Alarms	O/P Hi/Low, I/P Hi/Low, Overload , Short Circuit ,Battery Under/Over Voltage, Night Guard etc. Dry Contact Port for Alarm desirable
16	Genset Compatibility	Required
17	Communication Interface	USB Interface /RJ45 /RS-232/other intelligent interfaces / SNMP card+Software support for interface to server essential
18	Management Software	Required
19	Manual bypass	To be provided
20	Static Bypass	In-built Solid-State Static Switch to be provided
21	Safety + EMC +Surgesupp. Compliance Certificates	Must have certifications (copies of all EN-'certifications' for the product to be enclosed) *
22	Mounting/Installation	Must be compatible for Rack mount in data center racks & should also have provision for using in Tower mode if required
23	Expandability	Should be Ready for Parallel mode of operation
24	Noise level	To specify*

Back up	30 Minutes on full Load with SMF Batteries with (rack + inter connects + Breaker) inclusive.
NOTE	1. Quote has to come directly from manufacturer or authorized distributor / dealer /sales & service partner with OEM's tender specific letter.
	2. Battery (numbers + sizing) calculation sheet to be attached for 30 minutes backup on full load . battery AH capacity, battery voltage, make and model of batteries offered with UPS.
	3. Additional 1 Year Warranty on UPS & Batteries both - To be quoted as optional
	4. Comprehensive Maintenance Contract for UPS rates --- to be quoted as optional

Bidder Signature & Seal

'Misc. Important Items'

1. General :

- a. UPS shall be free from workmanship defects, sharp edges, nicks, scratches, burs, etc. All fasteners shall be fixed properly. The equipment shall be complete with all parts and all parts shall be functional.
- b. UPS Enclosure's Degree of Protection shall be IP2L1 as per appendix C of IS13947(part 1)/1993 (reaffirmed 2004).
- c. Manual by-pass facility shall be provided for maintenance of UPS.
- d. UPS shall supply output power and charging current at the same time.
- e. Switching device shall be MOSFET or IGBT and the same shall be confirmed in the offer.
- f. Switching frequency shall be above 10 KHz and shall be declared in the offer.
- g. KW rating of the UPS shall be 0.8 times the KVA rating.

2. Input

- a. 300V-450V, 50 +/-3%Hz three phase AC

3. Output

- a. 400V +/-1% (with alternative setting for 380V +/-1%) 50 +/-0.5Hz three phase.

Voltage regulation from no load to full load shall be within +/-1% in both the cases. UPS shall also have facility for operation in synchronous mode in which output frequency shall be same as that of mains frequency.

4. Total harmonics distortion at output : 3% maximum for UPS on resistive load (when the total input harmonics are less than or equal to 10%).

5. Efficiency (at rated output KVA Rating, rated Pf ,rated voltage and frequency)

- a. Overall efficiency (minimum) : greater than 90%

6. UPS input power factor at rated load : better than 0.90 lagging at input side.

7. Over load : UPS shall withstand 20% overload for 10 minutes and 50% over load for one minute.

8. Protections : Following protection shall be provided in UPS:

- a. Over voltage, short circuit, and overload at UPS output terminal.

- b. Under voltage at battery terminal.

- c. Over shoot and under shoot shall not be greater than 4% of rated voltage for duration of 40m sec. (maximum).(over shoot is the abrupt increase of out put voltage when the out put load is changed from full-load to no- load. Similarly under shoot is the abrupt decrease of out put voltage when the out put load is changed from no-load to full load).

9. Indicators and meters

- a. Following indicators shall be provided:-

- (i) Mains presence.

- (ii) Battery charging and discharging

- (iii) Output overload

- (iv) Low battery voltage.

- b. Digital meter shall be provided for monitoring the following parameters in UPS(not applicable for rack mounting):

- (i) Input AC voltage.

- (ii) Output AC Voltage, current and frequency

- (iii) Battery voltage and current.

10. Battery bank:

- a. UPS shall be supplied with 12 volts SMF VRLA batteries registered with DGS&D or any other battery duly type tested from any NABL/ILAC accredited laboratory as per JISC:8702 only.

- b. All ratings of batteries shall be type tested for all tests, except endurance test. Tenderers having valid endurance test report for any one rating of SMF VRLA battery shall be deemed to be having valid endurance tests report for all ratings of SMF VRLA battery.
- c. Number of samples for type testing shall be as per IS:7372/1995 with amendment 1 to 3.
- d. As a proof of type testing, tenderers can produce valid registration certificate of OEM indicating registration of item to JIS C 8702 Part 1,2&3.
- e. Tenderers shall declare battery AH capacity, battery voltage, number of batteries of each rating, make and model of batteries offered with each item of UPS.
- f. The UPS shall be complete with Trolley (with adequate ventilation) for battery bank, battery, Cables and connectors etc. and the firms shall also connect the batteries with UPS and do commissioning of the same. Indentors and consignees are required to ensure the availability of installation site with dedicated input and output to enable the supplier of UPS to install and commission the same.
- g. Minimum VAH rating of battery bank for different duration of back up time shall be as detailed below: UPS rating Min. VAH 16000 in KVA 30 minute back up 20 KVA.
11. Firm shall furnish copy of the invoices and details of the serial no. of the batteries at the time of delivery
12. Installation & Training : Complete installation and commissioning of the Instrument System to be done by principal's engineer. Extensive Training of operation, basic applications & routine maintenance should also be arranged by the supplier/bidder.