



# **NATIONAL LAW UNIVERSITY AND JUDICIAL ACADEMY, ASSAM**

## **BIDDING DOCUMENT**

**IFB NO.: NLUJAA/IT/F/PURCHASE/2016/01**

**Dated: 08/12/2016**

**CLOSING DATE & TIME FOR RECEIPT OF BIDS: 28/12/2016 (3:00 P.M.)**

**DUE FOR OPENING ON: 28/12/2016 at 4:00 P.M.**

**NEJOTI Building, Bholanath Mandir Path, B.K. Kakati Road, Near Police Headquarters  
Ulubari, Guwahati -781 007, Assam (India)  
Ph.: +361-2738891 / 92, Fax: +361-2738892  
E-mail: [registrar@nluassam.ac.in](mailto:registrar@nluassam.ac.in) Website: [www.nluassam.ac.in](http://www.nluassam.ac.in)**

## SECTION I- INVITATION FOR BIDS



**NATIONAL LAW UNIVERSITY AND JUDICIAL ACADEMY, ASSAM**  
**NEJOTI Building, Bholanath Mandir Path, B.K. Kakati Road, Near Police**  
**Headquarters, Ulubari, Guwahati -781 007, Assam (India)**

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No. NLUJAA/IT/F/PURCHASE/2016/01

Dated 08/12/2016

### INVITATION FOR BID (IFB)

Sealed Bids (Two Bid System) are invited from the intending manufacturer / authorized dealer / supplier for supply, installation, testing & commissioning of 2 nos 40 kVA, 3 Phase UPS systems with each 60 minutes backup with parallel redundant configuration as mentioned in the brief schedule at National Law University and Judicial Academy, Assam at Amingaon Campus.

**IFB No.: NLUJAA/IT/F/PURCHASE/2016/01**

**Dated: 08/12/2016**

**CLOSING DATE & TIME FOR RECEIPT OF BIDS: 28/12/2016 AT 3:00 PM**

**BIDS OPENING DATE AND TIME: 28/12/2016 AT 4:00 PM**

#### 1. Brief Schedule

Sl. No.	Description	Bid Security (E.M.D.)	Delivery / Installation schedule / Completion period	Bidding Document fees	Eligibility
1	Online UPS 40 KVA 2 numbers	₹ 35,000	30 Days	₹ 1000/-	Manufacturer/ Authorised Dealer / Supplier

2. Bidding documents are available on University **website: [www.nluassam.ac.in](http://www.nluassam.ac.in)** . Bidder has to deposit a non-refundable fee of ₹ 1000/- (Rupees five hundred) only in the form of a crossed demand draft in favour of the “**National Law University and Judicial Academy, Assam, Ulubari, Guwahati -781 007**” Payable at SBI- South Guwahati Branch for the bidding documents at time of bid submission.

3. It is the responsibility of the Bidder to ensure that their Bid documents are dropped in the Tender Box in the office of the **Registrar, National Law University and Judicial Academy, Assam, Ulubari, Guwahati -781 007** within the stipulated date and time as mentioned in the IFB. The Registrar, NLUJA Assam will not undertake any responsibility whatsoever for any delay in process of submission of Bids.

4. The bid documents are not transferable.

**Registrar,  
NLUJAA.**

## SECTION II – INSTRUCTIONS TO BIDDERS (ITB)

### **A. INTRODUCTION**

#### **01 Source of funds.**

Source of fund shall be from National Law University and Judicial Academy, Assam account for which this Invitation for Bid is issued.

#### **02 Eligible bidders**

This Invitation for Bid is open to all the eligible manufacturers / accredited dealers / suppliers.

#### **03 Cost of bidding**

The bidder shall bear all costs associated with the preparation and submission of its bid, and the University Authority hereinafter referred to as “the Purchaser”, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### **B THE BIDDING DOCUMENTS**

#### **4 Content of bidding documents.**

04.01 The goods required, bidding procedures and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bid, the bidding documents include:

- |                               |                                 |
|-------------------------------|---------------------------------|
| a. Instruction to Bidders.    | b. Conditions of contract.      |
| c. Schedule of Requirements   | d. Technical Specifications     |
| e. Qualification Requirements | f. Bid Form and Price Schedules |
| g. Contract Form              |                                 |

04.02 Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder’s risk and may result in the rejection of its bid.

#### **5 Clarification of bidding documents.**

A prospective bidder requiring any clarification of the bidding documents may notify the purchaser in writing or by telex or email at the purchaser’s mailing address indicated in the Invitation for Bid. The purchaser will respond in writing to any request for clarification of the bidding documents, which it receives no later than 07(seven) days prior to the deadline for submission of bids prescribed by the purchaser. Written copies of the purchaser’s response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders, which have received the bidding documents.

#### **6 Amendment of bidding documents.**

06.01 At any time prior to the deadline for submission of bids, the purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.

06.02 The amendment will be notified in writing or by telex or email to all prospective bidders, which have received the bidding documents and will be binding on them.

06.03 In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bid, the purchaser may, at its discretion, extend the deadline for the submission of bids.

## C. PREPARATION OF BIDS

### 07. Language of bid.

The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the purchaser, shall be written in the English language.

### 08. Documents comprising the bid.

The bid prepared by the bidder shall comprise the following components: -

- A. a bid form and a price schedule completed in accordance with clauses 09, 10 and 11.
- B. Documentary evidence established in accordance with clause 12 that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted,
- C. Documentary evidence established in accordance with clause 13 that the goods and ancillary services to be supplied by the bidder are eligible goods and services and conform to the bidding documents and
- D. Bid Security furnished in accordance with clause 14.

### 09. Bid form.

The bidder shall complete the bid form and the appropriate price schedule furnished in the bidding documents, indicating for the goods to be supplied, a brief description of the goods, Technical literatures / datasheets, quantity and prices.

### 10 Bid Prices.

10.01 The bidder shall indicate on the appropriate price schedule attached to these documents the unit prices and total bid prices of goods it proposes to supply under the contract.

10.02 Prices indicated on the price schedule shall be entered separately in the following manner:

- i) the price of the goods, quoted ex- factory, ex-showroom, ex-warehouse or off-the shelf, as applicable, including customs, excise and any other duties and sales and other taxes already paid or payable.
- ii) Any sales and other taxes/duties which will be payable on the goods if the contract is awarded.

10.03 The bidder's separation of the price components in accordance with clause 10.02 above will be solely for the purpose of facilitating the comparison of bids by the purchaser and will not in any way limit the purchaser's right to contract on any of the terms offered.

10.04 Prices quoted by the bidder shall be fixed during the bidder's Performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to clause 20.

### 11 Bid currencies.

The prices shall be quoted in Indian rupees. Bids, where prices are quoted in any other way shall be treated as non-responsive and rejected.

- 12 Documents establishing bidder's eligibility and qualifications:
- 12.01 Pursuant to clause 08, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
- 12.02 The documentary evidence of the bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the bidder, at the time of submission of its bid, is eligible as defined under clause 02.
- 12.03 The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted, shall establish to the purchaser's satisfaction:
- a) that, in the case of a bidder offering to supply goods under the contract which the bidder did not manufacture or otherwise produce, the bidder has been duly authorised by the good's manufacturer or producer to supply the goods.
  - b) that the bidder has the financial, technical and production capability necessary to perform the contract and meets the criteria outlined in the 'Qualification Requirements' specified in Section VI.
13. Documents establishing good's eligibility and conformity to bidding documents.
- 13.01 Pursuant to clause 08, the bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services, which the bidder proposes to supply under the contract.
- 13.03 The documentary evidence of the goods and services conformity to the bidding documents may be in the form of literature, drawings and data and shall furnish:
- a) A detailed description of the goods mentioning brand name and model with essential technical and Performance characteristics,
  - b) A clause-by-clause commentary on the purchaser's 'Technical Specification' demonstrating the goods and services substantial responsiveness to those specifications or a statement of deviations and exceptions to the provisions of the 'Technical Specifications'.
- 13.4 For purposes of the commentary to be furnished to clause 13.03 'b' above, the bidder shall note that standards of workmanship, material and equipment and references to brand names or catalogue numbers designated by the purchaser in its 'Technical Specifications' are intended to be descriptive only and not restrictive. The bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the purchaser's satisfaction that the substitutions are substantially equivalent or superior to those designated in the 'Technical Specifications'.**
- 14 Pursuant to clause 08, the bidder, shall furnish as part of its bid, a bid security of an amount specified in IFB. The bid security shall be demonstrated in the in Indian Rupees and shall be in one of the following forms:
- a) Account Payee Demand Draft / Banker Cheque in favour of "National Law University and Judicial Academy, Assam, Ulubari, Guwahati-7". (Certificates which are not held in the name of the bidder shall not be accepted),

- b) Bank Guarantees (in the prescribed proforma given in Section VIII issued by any of the scheduled banks).

**The bid security may be forfeited:**

- a) If a bidder withdraws its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder on the bid form or;
- b) In the case of a successful bidder, if the bidder fails
- i) to sign the contract in accordance with clause 25 or
  - ii) to furnish Performance security in accordance with clause 26.

**15. Period of validity of bids.**

Bids shall remain valid for 180 days after the date of bid. A bid valid for a shorter period shall be rejected by the purchaser as non-responsive.

**16. Format and signing of bid.**

- 16.01 The bidder shall prepare two copies of the bid, clearly making each “original Bid” and “Copy of Bid” as appropriate. In the event of any discrepancy between them, the original shall govern.
- 16.02 The original and copy of the bid shall be signed by the bidder or a person or persons duly authorised to bind the bidder to the contract. Written power-of-attorney accompanying the bid shall indicate the latter authorisation. The person or persons signing the bid shall initial all pages of the bid, except for unlamented printed literature.

**D. SUBMISSION OF BIDS**

**17. Sealing and marking of bids.**

- 17.01 The bidders shall seal the original and copy of the bid in an inner and an outer envelope, duly marking the envelopes as ‘original’ and ‘copy’.
- 17.02 The Inner and outer envelopes shall be:

- a) Addressed to the purchaser at the following address: -

**NATIONAL LAW UNIVERSITY AND JUDICIAL ACADEMY, ASSAM  
NEJOTI Building, Bholanath Mandir Path, B.K. Kakati Road,  
Near Police Headquarters, Ulubari, Guwahati -781 007, Assam (India)  
Ph.: +361-2738891 / 92, Fax:+361-2738892  
E-mail: [registrar@nluassam.ac.in](mailto:registrar@nluassam.ac.in)**

- b) Bear the Invitation for Bid (IFB) number and the words “DO NOT OPEN BEFORE.....” (Here insert the time and date of Bid opening).
- 17.03 The inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared ‘late’.
- 17.04 If the outer envelope is not sealed and marked as required by clause 17.02, the purchaser will assume no responsibility for the bid’s misplacement or premature opening.
- 17.05 Bidders shall submit their bids in two parts as under:

- a) Technical bids, in duplicate, consisting of technical details bringing out clearly in a separate sheet, the deviations in specifications if any from that of 'Technical Specifications' and also clause-by-clause compliance of specifications along with the commercial terms and conditions and bid security.
- b) Price bid showing only item wise prices in a separate sealed cover inside the main cover.
- c) It may be noted that when the main cover is opened on the date and time scheduled for Bid opening, only the technical bids will be opened.
- d) Bidders whose technical bids are found substantially responsive will be informed of the date and time of opening of their price bids. Price bids of others will be returned to them unopened before opening the price bids of others.

## **E. BID OPENING AND EVALUATION**

### **18. Opening of bids by purchaser.**

- 18.01 The purchaser will open bids in the presence of bidder's representatives, who choose to attend, at the time and date specified in the invitation for bids and in the following location:

**NATIONAL LAW UNIVERSITY AND JUDICIAL ACADEMY, ASSAM  
NEJOTI Building, Bholanath Mandir Path, B.K. Kakati Road, Near Police  
Headquarters, Ulubari, Guwahati -781 007, Assam (India)**

The bidder's representatives, who choose to attend the bid opening, shall bring with them a letter of authority from the bidder on the letterhead for having been authorised to be present at the time of opening of the bid.

- 18.02 The bidder's name, technical specifications, bid prices (in case of single bid system), modifications, bid withdrawals and the presence or absence of the requisite bid security and such other details as the purchaser, at its discretion, may consider appropriate will be announced at the opening.

### **19 Clarification of bids.**

To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

### **20 Preliminary examination.**

- 20.01 The purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required bid security has been furnished, whether the document have been properly signed, whether the bid validity is as required and whether the bids are generally in order.
- 20.02 Bids without proper authorisation from the manufacturers and principal's original proforma invoice with break-up of price shall be treated as non-responsive and shall be rejected.
- 20.03 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the

supplier does not accept the correction of the errors, its bid will be rejected. If there is a discrepancy between the words and figures, the amount in words shall prevail.

20.04 The purchaser may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

20.05 The purchaser's determination as to the substantial responsiveness or otherwise of each bid or consideration of a minor informality or non-conformity or irregularity is final and conclusive.

a) Delivery schedule:

The purchaser desires to have delivery of the goods covered under the invitation, at the time specified in the 'Schedule of Requirements'. The estimated time of arrival and installation and commissioning at the site should be calculated for each bid after allowing for reasonable ocean and inland transportation time. Treating the bid offering the scheduled time of arrival as the base, a delivery "adjustment" will be calculated for other bids at 2% (two percent) of the D.D.P. site delivered, installed and commissioned price for each month of protracted delivery beyond the base and this will be added to the bid price for evaluation.

b) Deviation in payment schedule:

Bidders shall state their bid price for the payment schedule outlined in the conditions of contract. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The purchaser may consider the alternative payment schedule offered by the selected bidder.

e) Cost of installation and commissioning:

Bidder may quote separately for installation and commissioning, if he chooses to do so. These costs incurred in India shall be quoted in Indian rupees. This cost will be added to the bid price.

f) Guarantee/warranty:

Bidder's bid shall include guarantee/warranty for a period of one year from the date of installation, commissioning and taking over of the equipment by the consignee. In case this element is quoted at extra cost, such cost will be added to the bid price.

**21. Any effort by a bidder to influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bidder's bid and also banning of business dealings with the bidder for a period of three years from the date of such ban.**



## **F. AWARD OF CONTRACT**

### **22. Post-qualification.**

22.01 Notwithstanding the ‘Qualification Requirements’ set out in section VI the purchaser will determine to its satisfaction whether the bidder selected as having submitted the lowest evaluated responsive bid is qualified to satisfactorily perform the contract.

22.02 The determination will take into account the bidder’s financial, technical and production capabilities. It will be based upon the examination of the documentary evidence of the bidder’s qualifications submitted by the bidder, pursuant to clause 12, as well as such other information as the purchaser deems necessary and appropriate.

22.3 An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder’s bid, in which event the purchaser will proceed to the next lowest evaluated bid to make a similar determination of that bidder’s capabilities to perform satisfactorily.

### **23. Award criteria.**

Subject to clause 23(ii), the purchaser will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

i) The purchaser reserves the right at the time of award to increase or decrease the quantity of goods and services specified in the ‘Schedule of Requirements’ without any change in prices or other terms and conditions.

ii) **The purchaser reserves the right to accept or reject any bid and at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the grounds for the purchaser’s action.**

### **24. Notification of award.**

Prior to the expiration of the period of bid validity, the purchaser will notify the successful bidder in writing, by registered letter that its bid has been accepted. The notification of award will constitute the formation of the contract. Upon the successful bidder’s furnishing of Performance security, pursuant to clause 26, the purchaser will promptly notify each unsuccessful bidder and will discharge its bid security, pursuant to clause 14.

### **25. Signing of contract.**

At the same time as the purchaser notifies the successful bidder that its bid has been accepted, the purchaser will send the bidder the contract form provided in the bidding documents, incorporating all agreements between the parties.

### **26. Performance security.**

Within thirty (30) days of the receipt of notification of award from the purchaser, the successful bidder shall furnish the Performance security in accordance with the conditions of contract. Failure of the successful bidder to comply with the requirement of clause 25 or clause 26 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the purchaser may like the award to the next lowest evaluated bidder or call for new bids.

## **SECTION III-CONDITIONS OF CONTRACT (COC)**

### **01 Standards**

The goods supplied under this contract shall conform to the standards mentioned in the 'Technical Specifications'

### **02 Performance security**

02.01 Within 30 (thirty) days after the purchaser's issue of notification of award, the supplier shall furnish Performance security to the purchaser for an amount of 5% (five percent) of the contract value in form of Account Payee Demand Draft in favour of "The Registrar, National Law University & Judicial Academy, Assam", or Bank Guarantees (in the prescribed proforma given in section X issued by any of the scheduled banks) valid till 28 days after the date of expiry of defect liability period or the guarantee/warranty period as the case may be.

02.02 The proceeds of the Performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.

2.3 The Performance security shall be denominated in Indian Rupees.

02.04 The Performance security will be discharged by the purchaser and returned to the supplier on completion of the supplier's Performance under the contract.

### **03 Inspection and tests**

03.01 The purchaser or its representatives shall have the right to inspect and/or to test the goods to confirm their conformity to the contract.

03.02 Should any inspected or tested goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet specification requirements free of cost to the purchaser, within a period of 45(forty five) days of intimating such rejection.

03.03 The purchaser's right to inspect, test and, where necessary, reject the goods after the goods arrival at the final destination shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by purchaser or its representatives prior to the goods dispatch from the place of manufacture.

03.04 Nothing in clause 03 shall in any way release the supplier from any warranty or other obligations under the contract.

### **04 Delivery and documents**

04.01 Delivery of the goods shall be made by the supplier in accordance with the terms specified by the purchaser in the notification of award.

4.2 For purposes of the contract, "D.D.P." and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them as specified in the notification of award.

### **05. Warranty.**

05.01 The supplier warrants that the goods supplied under the contract are new, unused, or the most recent of current models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials or workmanship (except insofar as the design 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 India, i.e. the country of final destination.

- 05.02 The warranty period shall be for 1 **(One) year** after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed, commissioned and taken over by the consignee to the entire satisfaction of the purchaser.
- 05.03 The purchaser shall promptly notify the supplier in writing of any defect arising under this warranty within a reasonable time after the notification.
- 05.04 Upon receipt of such notice, the supplier shall, with all reasonable speed, repair or replace the defective goods or parts thereof, free of cost at the ultimate destination. The supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the purchaser for the replaced parts/goods thereafter.
- 05.05 If the supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchase may have against the supplier under the contract.
- 05.06 The warranty for defective parts will begin de novo from the date of replacement. Supplier shall replace parts at his own cost and expenses at the place of the purchaser part.
- 05.07 All the third party items also quote with a minimum of 1 year warranty.

## 06. **Payment**

100% of price payable shall be paid to the Supplier/Seller on submission of a claim supported by the acceptance certificate issued by the consignee/purchaser's representative and a Performance Guarantee 5 % for the like amount valid for the period of guarantee/warranty.

## 07. **Prices**

Prices charged by the supplier for goods delivered and services performed under the contract shall not exceed from the prices quoted by the supplier in its bid.

## 08. **Delays in the supplier's Performance.**

- 08.01 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 "Schedule of Requirements".
- 08.02 Any unexcused delay by the supplier in the Performance of its delivery obligations shall render the supplier liable to any or all of the following sanctions:
- forfeiture of its Performance security.
  - imposition of liquidated damages and/or
  - termination of the contract for default.
- 8.3 If at any time during the Performance of the contract, the supplier should encounter conditions impeding timely delivery of the goods and Performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at its discretion extend the supplier's time for Performance, in which case the extension shall be ratified by the parties by amendment of the contract.

**09. Liquidated damages**

**9.1** For delays:

Subject to clause 11, of the condition of contract (COC) of the bidding documents if the supplier fails to deliver any or all of the goods or perform the services within the time period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5 percent of the delivered price of the delayed goods or under formed services for each week of delay or part thereof until actual delivery or performance, up to a maximum deduction of 10 (ten) percent of the delayed goods or services contract price. Once the maximum is reached, the purchaser may consider termination of the contract.

**09.02** For shortfall in equipment Performance:

Recovery shall be made from the supplier for not meeting the guaranteed performance/productivity of the equipment during actual testing as detailed in 'Technical Specifications', a sum equivalent to one percent of the cost of the equipment/plant for each unit of shortfall in the guaranteed Performance/productivity, where applicable.

**10 Termination for default**

**10.1** The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the contract in whole or in part:

- a) if the supplier fails to deliver any or all of the goods or perform the services within the time period(s) specified in the contract or any extension thereof granted by the purchaser pursuant to clause 08, of the Condition of Contract of the bidding documents.
- b) if the supplier fails to perform any other obligation(s) under the contract.

**10.2** In the event the purchaser terminates the contract in whole or in part, pursuant to clause 10.01, of the Condition of Contract (COC) of the bidding documents the purchaser may procure, upon such terms and in such manner, as it deems appropriate. Goods similar to those undelivered and the supplier shall be liable to the purchaser for any excess costs for such similar goods. However, the supplier shall continue performance of the contract to the extent not terminated.

**11 Force Majeure.**

**11.1** Notwithstanding the provisions of clause 08, 09 & 10, Condition of the Contract furnish along with the bidding document the supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

**11.2** For purpose 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 restricted to, acts of the purchaser either in its Sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

**11.3** If a force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the

contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**12. Termination for insolvency**

The purchaser may at any time terminate the contract by giving written notice to the supplier without compensation to the supplier, if the supplier becomes a bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**13. Termination for convenience**

13.01 The purchaser, may by written notice sent to the supplier, terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the purchaser's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

13.02 The goods that are complete and ready for shipment within 30(thirty) days after the supplier's receipt of notice of termination shall be purchased by the purchaser at the contract terms and prices. For the remaining goods, the purchaser may elect:

- (a) to have any portion completed and delivered at the contract terms and prices and/or
- (b) to cancel the remainder and pay to the supplier an agreed amount for partially completed goods and for materials and parts previously procured by the supplier.

**14. Resolution of disputes**

14.01 The purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

14.02 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, either party may require that the dispute be referred for resolution to the formal mechanism specified in clause 14.03 of the Condition of Contract (COC) of the bidding documents. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed national or international forum and/or international arbitration forum.

14.03 The dispute resolution mechanism to be applied pursuant to clause 14.02 Condition of Contract (COC) of the bidding documents shall be as follows:

- (a) In the case of a dispute or difference arising between the purchaser and a domestic supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred as per the Arbitration & Reconciliation Act, 1996
- (b) In the case of dispute between the purchaser and a foreign supplier, the dispute shall be settled in accordance with the provisions of sub-clause 'a' above. But if this were not acceptable to the supplier, then the dispute shall be settled in accordance with the provisions of the Arbitration Law of India.
- (c) The Arbitration & Reconciliation Act, 1996 the rules there under and any statutory modifications or re-enactments thereof, shall apply to the arbitration proceedings.

14.04 The venue of arbitration shall be the place from where the contract is issued.

15. **Governing Language.**

The contract shall be written in the language of the bid, as specified by the purchaser in the 'Instructions to Bidders'. Subject to clause 16, that English version of the contract shall govern its interpretation. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in that same language.

16. **Applicable Law**

The contract shall be interpreted in accordance with the Laws of India.

17. **Notices**

17.01 Any notice given by one party to the other pursuant to the contract shall be sent in writing or by email or telex/cable or fax and confirmed in writing to the address specified for the purpose of in the notification of award/contract.

17.02 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

18. **Taxes**

A local supplier shall be entirely responsible for all taxes, duties, license fees, etc. incurred until delivery of the contracted goods to the purchaser. However, sales tax (not surcharge in lieu of sales tax) in respect of the transaction between the purchaser and the supplier shall be payable extra by the purchaser, if so stipulated in the notification of award/contract.

## SECTION IV: SCHEDULE OF REQUIREMENT

### Part-I

Sl No	Brief Description of Goods	Installation site	Schedule of Requirement	Delivery/Installation/Commissioning Period

Note:

1. All the materials should be well packed to avoid any breakage during transit.
2. The responsibility for providing after sale service would rest on the Principal equipment supplier.
3. The Principal shall be solely responsible for warranty period and CMC/AMC period for maintenance of the equipment even if there is any change in the Indian Agent during the above period.
4. **The warranty clause shall be applicable as per Clause 05 of the Conditions of Contract. But if period is more subject to Section V: Technical Specification, then that will be applicable. This period shall apply to all relevant clauses of bidding documents.**
5. Bidders shall submit their bids in two parts as per clause 17.05 of Section-II – Instruction to Bidders (IFB).
6. Bidders shall submit their Performance statement as per Section VI – Qualification Criteria (Performa- A) along with certificate from the users and copy of the orders for the equipment quoted.
7. Bid security (EMD) to be furnished in favour of the Registrar, National Law University, Assam, Guwahati-7 (in case furnished in the form of Bank Guarantee/NSC/KVP).





## SECTION V: TECHNICAL SPECIFICATION

### TECHNICAL SPECIFICATIONS

The technical specifications given are the minimum requirements. Higher specification will also be considered at the time of technical evaluation.

#### 2 Numbers of 40 KVA UPS System with 60 Minutes backup

Parameter	Specification
<b>Rating</b>	<b>40 KVA (40 KVA / 36 KW)</b> Both KVA and KW ratings need to be maintained. UPS should have provision for connecting up to 04 modules in parallel to deliver a total power of 160 KVA in capacity mode or 120 KVA in (N+1) configuration
<b>Configuration</b>	Parallel redundant with individual battery bank for each UPS
<b>Technology</b>	Online, double-conversion topology with DSP (Digital Signal Processing) Technology using IGBT rectifier and IGBT inverter with static bypass switch and maintenance bypass switch.
<b>Input Parameters</b>	
Nominal input voltage(VAC)	380/400/415 VAC three-phase
Input voltage range	-15%, +20% from nominal at 100% load, -30%, +20% from nominal at 50% load
Input Operating frequency	50/60 Hz
Input frequency range	40 to 72 Hz
Input power factor	0.99 without using filters
Input current distortion	<5% THDi without using filters
<b>Output Parameters</b>	
Nominal output voltage	380/400/415 VAC three- phase
Output voltage regulation	±1 % static ±5% dynamic at 100% load change with <20 ms response time
Output Frequency	50/60 Hz; ±1 or ±2 Hz selectable, synchronisation to mains, ± 0.05 Hz free-running
Output power factor	0.9
Overload capacity	110% for 10 minutes, 125% for 60 seconds, 150% for 5 Seconds
Voltage distortion	<2% THD on linear load; <5% THD on nonlinear load
Overall Efficiency (AC-AC)	94% or better in Double Conversion mode 98% or better in Energy saving Mode.
<b>Isolation Transformer</b>	Isolation Transformer of <b>Suitable</b> Rating with each UPS module for providing galvanic isolation between input & output. The isolation transformer should be at the input of the UPS such that the load is galvanically isolated in Bypass mode also. Isolation Transformer (in Delta/Star Configuration with 1:1 ratio) should be external to the UPS and placed inside an enclosure with powder coated paint with wheels at bottom and hooks for lifting the unit.(Data sheet should be provided)

<b>Surge Protection Device</b>	UPS should be provided with a 3 Phase, Type 2 surge arrester according to EN 61643-11 at the Input Side. It should provide Lightning Protection through equi-potential bonding and eliminate transient overvoltage, originating during atmospheric discharges or switching processes. (Datasheet of SPD should be provided)
LCD display	The UPS control panel shall be a digital front panel display that features a backlit LCD display. The LCD shall display UPS status, metering, battery status, alarm/event queue, active alarms and other necessary parameters.
Events	Should Display the list of Active System Events and a historical log of system events with a detailed time stamped list.
<b>LED indicators</b>	UPS on, On battery, On bypass, Alarm
<b>Interface panel</b>	The UPS shall be equipped with an interface panel which provides the following signals and communication features
Alarm contact	A dry contact for annunciating a summary alarm shall be provided for customer use.
Serial (RS-232) Communication Interface:	A 9-pin sub-D connector and USB connector shall provide capability for communicating to automated service diagnostic tools to gain access to all unit operation information.
Communication Card Slots	The UPS shall provide communication mini-slots in the front of the UPS allowing for optional plug-in connectivity options, including SNMP/Web interface, 4x relay contacts & RS232 port, and Modbus capabilities.
Programmable Input Connections	The UPS shall provide built-in Programmable Input Connections for field connection (environmental input). The inputs shall be parameter programmable to suit the needs of the application.
Optional Communication Ports	Mini-Slot cards: Web/SNMP, Relay/RS232, Industrial Relay, ModBus
<b>Communications</b>	The UPS shall be equipped with WEB, SNMP communication support as standard. The UPS shall have Power Management feature to provide UPS monitoring, notification, management, and emergency computer shutdown capabilities including virtualised environments.
<b>Construction</b>	The UPS must be designed and constructed using Slide-Out Power Modules so as to reduce mean-time-to-repair to less than 30 minutes.
<b>Cabinet rating</b>	IP21 with standard washable dust filters
<b>Battery</b>	
<b>Type</b>	VRLA Sealed Maintenance Free, lead-acid batteries of design life 5-6 years with make: Exide/Quanta/AMCO/Rocket equiv. (Detailed literature of battery should be provided)
<b>DC Voltage Details</b>	Battery Cells: There shall be provision for 192~240 Cells per string. (LCD battery configure interface will support numbers count by cells) Bus Voltage: DC Bus Voltage shall be adjustable from 384 to 480VDC such that in case of failures of some batteries in the bank, the UPS can operate with a reduced no. of Batteries
<b>Battery Monitoring</b>	<ul style="list-style-type: none"> <li>• Battery Runtime Monitoring: UPS shall monitor batteries and provide status to end user of battery remaining capacity via</li> </ul>

	<p>front panel icon, remote communications, or both. Runtime calculations to be based on load demand and analysis of battery health.</p> <ul style="list-style-type: none"> <li>• <b>Battery Health Monitoring:</b> UPS shall periodically test and monitor battery health and provide warnings visually, audibly and/or remotely when battery capacity falls below 80% of original capacity. Battery testing may also be user initiated via front panel or serial communications.</li> </ul>
<b>Backup time</b>	<p><b>The system must be capable of providing 60 minutes of battery back-up time with each UPS module, minimum 48000 VAH for 60 minutes back-up with each UPS</b>  (Total number of batteries, Voltage of each battery, Ampere-Hour rating and Total Volt-Ampere-Hour rating of the Battery Bank Offered should be clearly mentioned.)</p>
<b>Environmental</b>	
Operating temperature	0°C to +40°C
Storage temperature	-25°C to +50°C
Audible noise at 1 metre	< 65 dB
Humidity	15-95 % RH Non-condensing
<b>Certification</b>	
Quality System	ISO 9001, ISO14001
Markings	CE
EMI Standards	IEC 62040-1 / EN55022 / EN55024
EMC Compliance	IEC 62040-2
<b>Others</b>	All technical specifications must be verifiable through the Official website of OEM as well as the technical literatures or datasheets must be enclosed with technical bid.
<b>Warranty</b>	Comprehensive on-site 3 years warranty on UPS and isolation transformers and 2 years on Batteries.
<b>AMC</b>	Rate of AMC (Comprehensive) after warranty has to be mentioned clearly in the price bid.

## **SECTION VI - QUALIFICATION CRITERIA**

(Referred to in Clause 12.03 of ITB)

- 01.** Proof of execution of works: Bidder should have successfully completed at least 02 similar works (**supply, installation & commissioning of 2 x 40 KVA or higher capacity Parallel Redundant UPS System**) of the offered make of UPS, in any Govt Technical & research Institute, Govt. Educational Institute, Government Departments or Public Sector Undertakings in Assam/North East during last 05 years. Completion Certificate and Purchase order copy for the above Purchase(s)/Work(s) from the client shall be submitted. In support of this, the bidder shall furnish Performance statement in the enclosed Proforma 'A'.
- 02.** The bidder should be an Original Equipment Manufacturer (OEM)/ authorized business partner/ dealer for its offered product and services. OEM authorizations addressing the Tender authority bearing the Tender Name & Reference should be provided along with the bid.
- 03.** The UPS (OEM) manufacturer should have manufacturing facilities for the quoted model in India. The UPS OEM should be in a position to ensure availability of spares for a minimum period of 5 years after the warranty period and OEMs period of presence in the market will carry weight-age. Undertaking in this respect is required.
- 04.** The bidder should have proper after sales service facilities in Guwahati, Assam and should not have been blacklisted at any point of time during last 03 years by any Govt./PSU undertaking. The bidder shall also furnish details of Equipment and Quality Control in the enclosed Proforma 'B'.
- 05.** The bidder should submit the Datasheet and user manual of the UPS system offered. The technical specifications should also be available on the website of the manufacturer. Please note that if there is a mismatch between the offered technical specifications in the tender and that in the website, then the tender may be rejected.
- 06.** A copy of the relevant **IEC 62040-3** performance test report of the offered model should be compulsorily submitted along with the bid.
- 07.** Notwithstanding anything stated above, the purchaser reserves the right to assess the bidder's capability and capacity to perform the contract satisfactorily before deciding on award of contract, should circumstances warrant such an assessment in the overall interest of the purchaser.

**PROFORMA -A**  
**PROFORMA FOR PERFORMANCE STATEMENT**  
(For the period of last three years)

IFB No.:

Date of opening:

Time:

Name and address of the bidder:

Name and address of the manufacturer:

Order placed by (full address of Purchaser with phone number)	Order number and date	Description and quantity of ordered goods and services with the warranty period	Value of Order* (Rs.)	Date of completion of Contract		Remarks indicating reasons for delay if any	Have the goods been functioning Satisfactorily (attach documentary proof)
				As per contract	Actual		

Signature and seal of the bidder

Note:\* Value including all taxes.

**PROFORMA 'B'**  
**PROFORMA FOR EQUIPMENT AND QUALITY CONTROL EMPLOYED BY THE**  
**MANUFACTURER / DEALER / SUPPLIER**

IFB No. :  
Date of opening:  
Time:

Name and address of the bidder:

Note: All the following details shall relate to the manufacturer(s) for the goods quoted for.

- 01 Name of the manufacturer
  - (a) full postal address
  - (b) full address of the premises
  - (c) telegraphic address
  - (d) telex number
  - (e) telephone number
  - (f) fax number
  - (g) e-mail address
- 02 Total annual turn-over (value in Rupees)
- 03 Quality control arrangement details
  - (a) for incoming materials and bought-out components
  - (b) for process control
  - (c) for final product evaluation
- 04 Test certificates held
  - (a) Type test
  - (b) BIS/ISO certification
  - (c) Any other
- 05 Details of staff
  - (a) technical
  - (b) skilled
  - (c) unskilled

Signature and seal of the bidder

**SECTION VII-BID FORM AND PRICE SCHEDULES**

IFB No.

Date

To

**The Registrar, National Law University and Judicial Academy, Assam  
NEJOTI Building, Bholanath Mandir Path, B.K. Kakati Road, Near Police Headquarters  
Ulubari, Guwahati -781 007, Assam (India)**

Gentlemen,

Having examined the bidding documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver (description of goods and services) in conformity with the said bidding documents for the sum of (total bid amount in words and figures) or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to commence delivery within (number) days and to complete delivery of all the items specified in the contract and to perform all the incidental services within (number) days calculated from the date of your notification of award.

If our bid is accepted, we will submit account payee demand draft in a sum not exceeding 5% (five) percent of the contract price for the due Performance of the contract.

We agree to abide by this bid for a period of 180 days (specify the date) and it shall remain bidding up on us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

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

Dated this.....day of .... 2016.

Signature

(in the capacity of)

Duly authorised to sign bid for and on behalf of .....

## PRICE SCHEDULE FOR GOODS OR GOODS

Sl. No.	Item Description	Country of Origin	Quantity	Price per unit						Unit Price Including Ex-cise Duty [a+b+c+d+e+f]	Total Price Including Excise Duty 4x6	Sales and other Taxes Payable, if Contract is awarded
				Ex-factory/ Ex-warehouse/ Ex-show-room/ Off-the shelf (a)	Excise Duty (if any) (b)	Packing and Forwarding ©	Inland Transportation (d)	Insurance and Incidental costs (e)	Incidental Services (including supervision) (f)			
1	2	3	4	5						6	7	8

Total bid price in Rupees:  
In words:

Signature of bidder

Place:  
Date:

**NOTE:**

(i) In case of discrepancy between unit price and total price, the unit price shall prevail.

(ii) The bidder shall give list of spares for three years operation separately indicating description, quantity, unit price and total price in the above format for those items whose scope of supply includes spare parts as per 'Technical Specifications' given in section V.



**SECTION-VIII**  
**BID SECURITY (EMD) FORM (BANK GUARANTEE)**

Whereas..... [Name of bidder] (hereinafter called “the bidder”) has submitted his bid dated .....(date)for the supply of.....(hereinafter called “the bid”).

**KNOW ALL MEN by these presents that we ..... of .....having registered office at ..... (hereinafter called “the bank”) are bound up to National Law University and Judicial Academy, Assam (hereinafter call “the purchaser”) in the sum of ..... for which payment well and truly to be, made to the said purchaser, the bank binds itself, its successors and assigns by these presents.**

Sealed with the common seal of the said bank this ..... day of ....., 2016.  
The conditions of this obligation are:

1. If the bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form or
2. If the bidder, having been notified of the acceptance of its bid by the purchaser during the period of bid validity.
  - (a) fails or refuses to execute the contract form, if required or;
  - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to bidders.

We undertake to pay to the purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it, is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 90 (Ninety) days after the period of bid validity or as it may be extended by the purchaser, notice of which extension(s) to the bank is hereby waived and any demand in respect thereof should reach the bank not later than the above date.

Signature of the bank

Seal

Date.....

Place.....

Witness.....

.....

(signature, name and address)

**SECTION IX-CONTRACT FORM**

**(To be stamped as an agreement in the court stamp paper valued Rs. 20/-)**

This agreement made the .....day of..... 2016 between the National Law University and Judicial Academy, Assam (hereinafter “the purchaser”) of the one part and (name of supplier) of (address, city and country of supplier) (hereinafter “the supplier”) of the other part.

Whereas the purchaser is desirous that certain goods and ancillary services, viz. (brief description of goods and services) and has accepted a bid by the supplier for supply of those goods and services in the sum of (contract price in words and figures) (hereinafter “the contract price”).

Now this Agreement witnesses as follows:

01. The following documents shall be deemed to form and be read and construed as part of this agreement, viz.:

- (a) the Technical Specifications,**
- (b) the Terms and Conditions of the Bidding Document and**
- (c) the purchaser’s Notification of Award**

02. In consideration of the payments to be made by the purchaser to the supplier as hereinafter mentioned, the supplier hereby covenants with the purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the contract.

03. The purchaser hereby covenants to pay the supplier in consideration of the provision of the goods and services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract. Brief particulars of the goods and services which shall be supplied/provided by the supplier are as under:

SL. No.	Brief description Of goods/services	Quantity to be supplied	Unit price	Delivery terms (DDP etc)

Total value:

Delivery schedule:

In witness whereof the parties hereto have caused this agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed and delivered by the said..... (for the purchaser)  
in the presence of .....

Signed, sealed and delivered by the said ..... (for the supplier)  
in the presence of.....

**SECTION X – PERFORMANCE SECURITY FORM (BANK GUARANTEE)**

To

**The Vice-Chancellor, National Law University and Judicial Academy, Assam.**

Whereas.....  
...(name and address of the supplier) (hereinafter called “the supplier”) has undertaken, in pursuance of contract No.....dated.....2016 to supply (description of goods and services (hereinafter called “the contract”).

And whereas it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract.

And whereas we have agreed to give the supplier such a bank guarantee.

Now therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of .....(amount of the guarantee in words and figures), such sum being payable in the types and proportions of currencies in which the contract price is payable, and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification. This guarantee shall be valid until the date of issue of the ‘Acceptance Certificate’ issued by the purchaser’s representative.

Place and Date

Signature and seal of the guarantor

**SECTION XII- INSPECTION AUTHORITY & SPECIAL TEST DETAILS**  
(Referred to in clause 08.01 of COC)

Inspection Authority : Vice Chancellor, NLUJAA.

Inspection Officer : The Registrar, NLUJAA.

Place of Inspection : At the place of consignee after receipt and installation of Goods.

Test Details : The Goods shall be test for its conformity to the accepted specification and services specified in the contract and to prove it's guaranteed performance.

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