



University of Delhi

Date: July 12, 2010

REVISED TENDER DOCUMENT

Purchase of Exide Sealed Maintenance Free, EP-42 UPS Batteries

University of Delhi, invites sealed tender offers from authorized dealers of Original Equipment Manufacturer (OEM). The tender document is available on the University of Delhi website www.du.ac.in. The vendors intending to bid for the above tender may download the same for submitting their bids. Hard copy of tender document may be obtained from the office of the Department of Computer Science.

Terms and Conditions of the Tender

1. Eligibility Criteria

The company should be an authorized dealer of the original manufacturer of the above mentioned UPS Batteries for at least one year. Dealership certificate should be attached.

2. Two Bid System Tender

Separate Technical and Commercial Bids duly sealed and superscribed '**Quotations for Purchase of Exide Sealed Maintenance Free, EP-42 UPS Batteries to Department of Computer Science, University of Delhi- Technical Bids**' and '**Quotations for Purchase of Exide Sealed Maintenance Free, EP-42 UPS Batteries to Department of Computer Science, University of Delhi- Commercial Bids**' shall be submitted as per bid details.

The tender not submitted in the prescribed formats or incomplete in detail is liable for rejection. The University of Delhi is not responsible for non receipt of quotation within the specified date and time due to any reason including postal holidays or delays.

ENVELOPE I (Technical Offer):

The Technical offer should be complete in all respects and contain all information asked for, except prices. The Technical offer should include all components asked for in **Annexure V**

The suggested format for submission of technical offer is as follows:

- Index



University of Delhi

- Covering letter as per *Annexure I*
- EMD in the form of Valid Bank Guarantee as per *Annexure II*
- The Company profile as per *Annexure III*
- Vendor's Financial Details (audited balance sheets etc.) and other supporting documents, as asked in the tender document.
- Technical Offer with Specifications as given in *Annexure IV* complete with all the columns filled in. This table should not contain any price information.
- Deviation Table as per *Annexure V*

ENVELOPE II (Commercial Offer):

- The Commercial Offer (C.O) should give all relevant price information as per *Annexure VI*. The Bid Form must be filled in completely, without any errors, erasures or alterations. The Commercial offer must not contradict the technical offer in any way.

3. Documentation

The vendor shall furnish, as part of its tender offer, documents establishing the vendor's eligibility to participate in the tender and its qualifications to perform the Contract. The documentary evidence of the vendor's qualifications to perform the Contract, shall establish to University of Delhi's satisfaction that the vendor is eligible as per the criteria outlined in the Eligibility Criteria stated above.

4. Nontransferable Tender

This tender document is not transferable. Only the vendor, who has purchased this tender, is entitled to quote.

Any change in the constitution of the firm, etc. shall be notified forthwith by the contractor in writing to the tendering authority and such change shall not relieve any former member of the firm, etc., from any liability under the contract.

No new partner / partners shall be accepted in the firm by the contractor in respect of the contract unless he / they agree to abide by all its terms and conditions, and deposits with the tendering authority a written agreement to this effect. The contractor's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.

5. Offer validity Period

The offer should hold good for a period of 90 days from the closing date of the tender. Any offer falling short of the validity period is liable for rejection.

6. Earnest Money Deposit



University of Delhi

Vendor must submit Earnest Money Deposit (EMD) of Rs. 10,000/- in form of **Bank Guarantee/Demand Draft/Pay Order** in favour of Registrar, University of Delhi, Delhi.

The non submission of EMD will lead to rejection of the bid. The irrevocable Bank Guarantee drawn on a Scheduled Bank shall be in form acceptable to the University of Delhi as per *Annexure II*. The EMD shall remain in force until the report of successful installation and commissioning is given by the department. The EMD of unsuccessful bidders will be returned to them within a month of selection of vendors. No interest shall be paid on EMD of unsuccessful bidders. The successful bid, if withdrawn, is also liable for forfeiture of the EMD.

7. **Alternative offers**

Each offer should specify only a single solution for each item which is cost effective and meets the tender specifications, and should as far as possible not include alternatives.

8. **Erasures or Alterations**

The offers containing unauthenticated erasures or alterations will not be considered. There should be no unauthenticated handwritten material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. University of Delhi may treat offers not adhering to these guidelines as unacceptable.

9. **Modification and Withdrawal of Offers**

The vendor may modify or withdraw its offer after its submission, provided that written notice of the modification or withdrawal is received by University of Delhi prior to the closing date and time prescribed for submission of offers. No offer can be modified by the vendor, subsequent to the closing date and time for submission of offers. In the event of withdrawal of the offer by successful bidders, the EMD will not be refunded by the University.

10. **Preliminary Scrutiny**

University of Delhi will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The University of Delhi may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer. This shall be binding on all vendors and University of Delhi reserves the right for such waivers.

11. **Clarification of Offers**

To assist in the scrutiny, evaluation and comparison of offers, University of Delhi may, at its discretion, ask some or all vendors for clarification of their offer. The request for such clarifications and the response will necessarily be in writing.



University of Delhi

12. Verification

The University of Delhi reserves the right to verify any or all statements made by the vendor in the tender document and to inspect the vendor's facilities, if necessary, to establish to its satisfaction about the vendor's capacity to perform the job.

13. Shortlisting of Vendors

University of Delhi will create a shortlist of technically qualifying vendors and the commercial offers of only these vendors will be opened. After opening Commercial Offers of the short-listed Tenderer, if there is a discrepancy between words and figures, the amount indicated in words will prevail.

14. Delivery Period

The delivery must be made within 2-3 weeks after the confirmed order.

15. Payment Terms*

100% payment will be made after delivery and successful installation.

16. Order Cancellation

University of Delhi also reserves the right to cancel the order in the event of one or more of the following circumstances:

- Delay in delivery beyond a period of 3 weeks from the date of order.
- Breach by the tenderer of any of the terms and conditions of the tender.
- Any action by the tenderer which is in breach of law or accepted practices in commercial transactions.

17. Publicity

Any publicity by the vendor in which the name of University of Delhi is to be used should be done only with the explicit written permission of University of Delhi.

18. Resolution of Disputes

University of Delhi and the vendor 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. If after thirty days from the commencement of such informal negotiations, University of Delhi and the Vendor have been unable to resolve amicably a contract dispute,

* Time to process the payment must be added to this.



University of Delhi

either party may require that the dispute be referred for resolution by formal arbitration. The Vice Chancellor, University of Delhi, shall appoint a Sole Arbitrator of the dispute who will not be related to the contract and whose decision shall be final and binding.

19. Jurisdiction

The jurisdiction of the courts shall be Delhi

- 20.** Income Tax may be deducted at source as per rules.
- 21.** University of Delhi reserves the right to change the number of units to purchase.
- 22.** The minimum guarantee/warranty period should be one year after delivery and successful installation.
- 23.** All the documents are to be provided on company letterhead.



University of Delhi

Annexure I

(Letter to the University on the vendor's letterhead)

The Registrar
University of Delhi
Delhi

Dear Sir,

Sub: Purchase of Exide Sealed Maintenance Free, EP-42 UPS Batteries

With reference to the above tender, having examined and understood the instructions, terms and conditions forming part of the tender, we hereby enclose our offer for the following items as detailed in your above referred tender.

Basic Item No	Item Description	Quantity
1	Exide Sealed Maintenance Free, EP-42(12Volt 42AH)	60

We further confirm that the offer is in conformity with the terms and conditions as mentioned in your above referred letter and enclosures. We also understand that the University is not bound to accept the offer either in part or in full and that the University has right to reject the offer in full or in part without assigning any reasons whatsoever.

We enclose Bank Guarantee for _____ favouring University of Delhi issued by _____ Bank, _____ Branch, and payable at Delhi, towards Earnest Money Deposit.



University of Delhi

Yours faithfully,

Authorised Signatories
(Name & Designation, seal of the firm)
Date:

Annexure II

Earnest Money Deposit Bank Guarantee



University of Delhi

The Registrar
University of Delhi
Delhi

Dear Sir,

Purchase of Exide Sealed Maintenance Free, EP-42 UPS Batteries

WHEREAS

The University of Delhi located at Delhi (hereinafter called the University) has invited tenders for the Supply & Installation of Exide Sealed Maintenance Free EP-42 UPS Batteries on the terms and conditions mentioned in the tender document.

1. It is one of the terms of invitation of tenders that the tenderer shall furnish a Bank Guarantee for a sum of Rs.-_____/ (Rupees _____ only) as Earnest Money Deposit.
2. M/s _____, (hereinafter called as Tenderer), who are our constituents intend to submit their tender for the said work and have requested us to furnish guarantee to the 'University' in respect of the said sum of Rs. _____/- (Rupees _____ only)

NOW THIS GUARANTEE WITNESSETH

1. We _____ (NAME OF THE BANK) do hereby agree with and undertake to the University of Delhi, their Successors, Assigns that in the event of the University of Delhi coming to the conclusion that the Tenderer have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said Tenderer, we shall on demand by the University of Delhi, pay without demur to the University of Delhi, a sum of Rs. _____/- (Rupees _____ only) or any lower amount that may be demanded by the University of Delhi. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Tenderer under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. _____/- (Rupees _____ only)
2. We also agree to undertake to and confirm that the sum not exceeding Rs. _____/- (Rupees _____ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the University of Delhi on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the University of Delhi shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever.



University of Delhi

We undertake to pay the amount claimed by the University of Delhi within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the University of Delhi under this guarantee shall be independent of the agreement or agreements or other understandings between the University of Delhi and the Tenderer.

This guarantee shall not be revoked by us without prior consent in writing of the University of Delhi.

Yours' faithfully,
For and on behalf of _____ Bank.
Authorized official.

(NB : This guarantee will require stamp duty as applicable and shall be signed by the official whose signature and authority shall be verified).



University of Delhi

Annexure III

Company Profile

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

S. No	Item	Details
1	Name of Company	
2	Mailing Address	
3	Telephone and Fax numbers	
4	Date of registration of the Company (Reg. No.)	
5	Year of commencement of Business	
6	Name and designation of the person authorized to make commitments to the University	
7	Contact details of the person authorized to make commitments to the University	
8	Turn over of the company (not of group) 2008-2009 2009-2010	
9	Sales Tax Number (VAT No.)	
10	Income Tax Number (PAN No.)	
11	Brief Description of after sales service facilities available with the vendor.	

Signature (Name & Designation)

Date :



University of Delhi

Annexure IV

Technical Specifications for Exide Sealed Maintenance Free EP-42 UPS Batteries

Sr. No.	Make and Model	Part	Yes/No
1			



University of Delhi

Annexure V

Deviations from Technical Specifications and Terms and Conditions of the Tender

Sr. No.	Tender Document Clause	Technical Specification or terms and conditions in the Tender document	Deviation offered	Reasons and whether deviation adds to the operational efficiency
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

Note:

- i Above information in detail should be furnished separately for each of the items offered
- ii Also in case of deviations from any of the terms and conditions of the tender.
- iii If any deviations from the technical specifications are warranted, reasons for such variations should be specified and
- iv. Whether such variations add to improvement of the overall performance of the systems, if any, should be specifically mentioned and supported by relevant technical documentation as required above.

Signature
(Name & Designation)

Date :

Annexure VI



University of Delhi

Commercial Specifications for Exide Sealed Maintenance Free EP-42 UPS Batteries

Sr. No.	Make and Model	Quantity	Basic Unit Price	Unit Price including Tax	Total Price including Tax
1					