

TENDER ENQUIRY DOCUMENT

FOR PURCHASE OF ONLINE UPS

INDIAN DRUGS & PHARMACEUTICALS LIMITED
(A GOVT. OF INDIA UNDERTAKING)

IDP/HYD/Electrical/2017-18/01

INDIAN DRUGS & PHARMACEUTICAL LIMITED
(A GOVT. OF INDIA UNDERTAKING)

CIN No. U24231HR1961GOI003418

Balanagar, Hyderabad-500 037

PHONE: 040-23078147/23078149

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SECTION-1
NOTICE INVITING TENDERS (NIT)

Tender Enquiry No.: IDP/HYD/Electrical/2017-18/01

Dated: 18.01.2018

1. Sealed Tenders are invited by Incharge (Electrical), from eligible and qualified manufactures/suppliers for supply, installation and commissioning of online UPS Systems as per specifications mentioned in Section-3 of this tender. Interested parties, fulfilling eligible criteria are requested to submit duly filled tender documents in two bids system i.e. Technical Bid and Financial bid specifying clearly on the Covers. Bids shall be submitted on or before 1400 Hrs on 15.02.2018 and technical bid will be opened on the same date at 1430 Hrs. Opening of financial bid will be informed, later, only to the bidders qualifying in technical bid evaluation. Supply under this tender, covers supply, installation and commissioning of online UPS Systems, with all necessary documentation.

| Sl. No | Short Description of Item | Qty | EMD (Rs) |
|--------|--|------|----------|
| 1 | Supply, installation and commissioning of Online UPS System – 30KVA (As per specification mentioned in Section-3) | 1 No | 13200/- |

2.

| Sl No. | Description | Schedule |
|--------|--|---|
| i. | Venue of Opening of Techno Commercial Bid | Indian Drugs & Pharmaceuticals Limited Administration Block. Balanagar, Hyderabad-500 037 |
| ii. | Closing date & time for receipt of Tender | 1400 Hrs on 15.02.2018 |
| iii. | Time and date of opening of Technical bids | 1430 Hrs on 15.02.2018 |

3. Interested tenderers may obtain further information about this tender from the office of Incharge (Electrical), I.D.P.L, Hyderabad.
4. Tender document may be collected, free of cost, from Administration Building, IDPL Hyderabad or may be downloaded from the web site www.idplindia.in.
5. Tenderers shall ensure that their tenders, complete in all respects, are dropped in the Tender Box located at **I.D.P.L, Formulation Block, Balanagar, Hyderabad-500037, Telangana** on or before the closing date and time indicated in the Para 2 above, failing which the tenders will be treated as late tender and rejected. The tenders sent by post/ courier must reach the above said address on or before the closing date & time indicated in Para 2 above, failing which the tenders will be treated as late tender and rejected.
6. In the event of any of the above mentioned dates being declared as a holiday /closed day for I.D.P.L, the tenders will be sold/received/opened on the next working day at the appointed time.
7. The Tender Enquiry Documents are not transferable.
8. All Tenders must be accompanied by EMD as mentioned in Para 1 above. Tenders without EMD shall be rejected.

For and on behalf of Indian Drugs & Pharmaceuticals Ltd (I.D.P.L)

Incharge (Electrical)
Formulation Block,
Balanagar, Hyderabad-500037,
Phone: 040-23078147/23078149

SECTION-2

GENERAL INSTRUCTIONS TO TENDERERS

1. **Sale of Tender Document:**
 - i. Tender document can be obtained from account department, Administration Block, I.D.P.L, Hyderabad at free of cost, from 10.00 hrs to 16.00 hrs on all working days between 27.01.2018 to 14.02.2018.
 - ii. Tender document can also be downloaded from company's website i.e. www.idplindia.in

2. **Last date of submission of bid:**
 - i. The tender documents can be submitted in person or through courier/ post to reach **Formulation Block, I.D.P.L, Balanagar, Hyderabad-500037** up to 1400 hrs on 15.02.2018. IDPL is not responsible for any postal delay.
 - ii. In the event of the specified date for submission of tender falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be received up to the appointed time on the next working day.

3. **Opening of bid:**
 - i. Technical bid will be opened at 1430 hrs on 15.02.2018.
 - ii. Date and time for opening of Price Bid shall be informed latter, to parties who qualify in technical evaluation by committee members of I.D.P.L.
 - iii. In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be opened at the appointed time and place on the next working day.

4. **Earnest Money Deposit:**
 - i. EMD amounting Rs 13200/- (Thirteen Thousand Two Hundred Only) in shape of bank draft from any scheduled bank, in favour of I.D.P.L, Hyderabad payable at Hyderabad, must be attached with the technical bid.
 - ii. Technical bid without EMD will be liable to rejection.
 - iii. The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with Directorate General of Supplies & Disposals and / or with District Industries Centers or khadi & Village Industries Commission or Khadi & Village Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, registered with for the specific goods/services, as per tender enquiry specification, under single point registration scheme shall be eligible for exemption from EMD. In such case the tenderer should furnish copy of its valid registration details (with DGS&D or NSIC/MSME, as the case may be).
 - iv. Unsuccessful tenderer's earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.
 - v. Earnest Money is required to protect the Company against the risk of the bidder's conduct, which would warrant the forfeiture of the EMD. Earnest money of a bidder will be forfeited, if the bidder withdraws or amends its bid or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its bid is incorrect, false, misleading or forged without prejudice to other rights of the Company. The successful bidder's earnest money will be forfeited without prejudice to other rights of the Company if it fails to furnish the required performance security within the specified period.

5. **Performance Security:**
 - i. Successful tenderer will have to submit performance security cum warranty bond in the form of Demand Draft or bank guaranty issued by any scheduled bank in India amounting to 5% of contract value within 15 days from the date of notification of award.

- ii. The bank guaranty shall be unconditional and shall be valid till minimum six months beyond the scheduled date of completion of all contractual obligations by the contractor. In the event of any failure/default of the contractor, with or without quantifiable loss to the Company, the amount of the performance security is liable to be forfeited.
- iii. Performance security shall be returned to the party after successfully completion of all contractual obligation and shall bear no interest

6. **Eligibility Criteria:**

- i. Bidder should have, in last three years, supplied, installation and commissioned at least one similar system.
- ii. Average annual financial turnover during the last three years, ending 31st march of the previous financial year, should not be less than 30% of the estimated cost (Rs. 6.60 lac) of the systems.

Note:

- a) Notwithstanding anything stated above, the Purchaser reserves the right to assess the Tenderer'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.
- b) The Purchaser reserves the right to ask for a free demonstration of the quoted goods at a pre determined place acceptable to the purchaser for technical acceptability as per the tender specifications, before the opening of the Price Tender.

7. **List of documents:**

- i. Technical bid should consist of following documents:-
 - a) Tender document duly signed and stamped on each page by authorised signatory, as token of acceptance of term & conditions.
 - b) Profile of Tenderer and literature of system, with technical specification.
 - c) EMD as mentioned in clause 4 (i) above.
 - d) Letter of authorisation in favour of signatory of tender documents (specimen signature of authorized person should be attested by competent authority).
 - e) Copy of valid Dealership Certificate issued by manufacturer (if bidder is not manufacturer)
 - f) Documentary evidence as necessary in terms of clauses 6 above establishing that the tenderer is eligible to submit the tender (copy of purchase order and proof of supply, installation and commissioning signed by customer).
 - g) Audited financial statement (balance sheet and profit/loss a/c) for financial year 2014-15, 2015-16 & 2016-17 and income tax returns for same period OR Certificate issued by C.A regarding confirming turnover of the bidder for financial year 2014-15, 2015-16 & 2016-17.
 - h) Copy of PAN.
 - i) Copy of GST registration.

ALL THESE DOCUMENTS, MENTIONED IN CLAUSE. 7 ABOVE, MUST BE SIGNED AND STAMPED BY AUTHORISED PERSON AND SUBMITTED ALONG WITH TECHNICAL BID.

- ii. Price bid should consist of party's quoted rates in Section-4 of this tender document, duly signed and stamped by authorized person.
 - **Rates quoted should be inclusive of all, except GST. Applicable GST (along with HSN/SAC code) is to be quoted separately at given space.**

8. **Tender currencies**

The tenderer shall quote only in Indian Rupees.

9. **Tender Validity**

The tenders shall remain valid for acceptance for a period of 90 days (Ninety days) after the date of opening of techno-commercial tenders prescribed in the tender document. **Any tender valid for a shorter period shall be treated as unresponsive and rejected.**

10. **Tenderer to be conversant with the document**

The tenderer is expected to read all the documents hereof and be conversant with the contents and when tenders are signed it will be understood and inferred that all the documents have been read and understood. Any difficulty experienced in interpreting the documents may be communicated to the Company in writing, and, should any written clarification be required it will be made available by them to all tenderers. No extra cost will be entertained because of the tenderers mistakes, ignorance or misinterpretation of drawings and other documents.

11. **Rights**

- i. The Company reserves the right to re-call the tender or, reject any or all tenders and to waive any formalities in the tenders received (such as deviation in the use and presentation of the specified tender documents and forms), if it appears to be in his best interest to do so.
- ii. The Company reserves to itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted without incurring any liability, whatsoever to the affected tenderer.
- iii. At the time of awarding the contract or/and during the currency of contract, the Company reserves the right to increase or decrease the quantity of goods and services mentioned in the schedule without any change in the unit price and other terms & conditions quoted by the tenderer.

12. **Taxes and Duties**

Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until completion of all the contractual obligations.

13. **Terms and Mode of Payment**

Payment shall be made in Indian Rupees subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in following manner.

- a) 60% of contract value will be paid, within 15 days from receipt of goods at site in good condition against submission of the following documents:
 - i. Original plus two copies of supplier's invoice showing contract number, goods description, quantity, unit price, total amount and dispatch particulars etc;
 - ii. Consignee Receipt Certificate in original issued by the company;
 - iii. All concerned technical documents (if any) like test certificates/calibration certificate/drawings (if any).
 - b) 20 % of contract value would be made, within 15 days from successfully installation of system at IDPL site.
 - c) 20 % of contract value would be made, within 15 days from successfully installation of system at site, against "Final Acceptance Certificate" of goods issued by the consignees subject to recoveries, if any, either on account of non-rectification of defect/deficiency by the Supplier or otherwise and on submission of proper documents related to guarantee/warranty.
- GST details (GST registration no., HSN code etc) is to be mentioned in invoice, failing which amount equal to GST charged by supplier in its bill may be withheld at the time of payment.
 - The supplier shall not claim any interest on payments under the contract.
 - Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates prescribed in Income Tax Rules from time to time.

14. **Duration for Supply, Installation and Commissioning**

Supplier will be responsible for supply, installation and commissioning of UPS Systems at IDPL Hyderabad within 30 days from the date of notification of award/letter of intent. Supplier will take consignee receipt from officer in-charge.

15. **Delays and extension of time**

If in the opinion of the Company the supplies/installation/commissioning are delayed or are expected to be delayed because of any of the following reasons, the supplies/ installation/ commissioning period may be extended by such period as may be mutually agreed upon:

- i. Force majeure
- ii. Reason of any exceptionally inclement weather (if acceptable to the Company)

- iii. By reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise, through the Contractor's own default.
- iv. By the work's or delays of other contractors or tradesman engaged or nominated by the Company and not referred to in the Schedule of Quantities and / or specifications.
- v. By reason of civil commotion, local combination of workmen or strike or lockout affecting any of the works / trades.
- vi. By reason of Company instructions.

If and whenever it becomes reasonably apparent to the supplier that the progress of work is being, or is likely to be delayed, due to reasons not attributable to them, they shall forthwith give written notice to the Company explaining the circumstances including the cause or causes of such delay. Where the cause or causes of delay refers to any agency other than the supplier, a copy of such notice shall be sent to them also.

16. **Penalty / Damages for delay**

If the supplier fails to supply, install and commission the goods within the schedule agreed upon, or within such extensions that may be granted to him pursuant to Clause 15 above, then the Company will be at liberty to deduct from the supplier's bills, by way of penalty a sum equivalent to 0.5% of the value of the contract for each week's delay subject to a maximum of 10% of the value of the contract. The Company may without prejudice to any other method of recovery deduct the amount of such damages from moneys in its hands, due to or which may become due to the supplier from his obligation to supply, install and commission the machinery/system or from any other of his obligation and liabilities under the Contract.

17. **Eligible Goods and Services**

All goods and related goods to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term "origin" used in this clause means the place where the goods are mined, grown, produced, or manufactured.

18. **Amendments to tender documents**

At any time prior to the deadline for submission of tenders, the company may, for any reason deemed fit by it, modify the tender documents by issuing suitable amendment(s) /corrigendum(s) to it. **The same shall be published in the Company's websites only.**

19. **Discrepancies in Prices**

- i. If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly.
- ii. If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
- iii. If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 19(i) and 19(ii) above.
- iv.

20. **Contacting the Purchaser**

From the time of submission of tender to the time of awarding the supply/work order, if a tenderer needs to contact the purchaser for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.

21. **Notification of Award**

Before expiry of the tender validity period, the purchaser will notify the successful tenderer(s) in writing, by registered / speed post or by fax/ telex/cable (to be confirmed by registered / speed post) that its tender for goods & services, which have been selected by the purchaser, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods & services and corresponding prices accepted.

22. **Corrupt or Fraudulent Practices**

It is required by all concerned to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "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; and
 - (ii) "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 Purchaser, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

23. **Termination for default**

- i. The Purchaser, without prejudice to any other contractual rights and remedies available to it (the Purchaser), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser.
- ii. In the event of the Purchaser terminates the contract in whole or in part, pursuant to clause 23(i) above, the Purchaser may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser for the extra expenditure, if any, incurred by the Purchaser for such procurement.

24. **Termination for insolvency**

If the supplier becomes bankrupt or otherwise insolvent, the Company reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Company.

25. **Patent Rights**

The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trade marks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

26. **Insurance:**

The supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:

The supplier shall be responsible till the entire stores contracted for are received and installed in good condition at destination. The risk in this respect shall be covered by the Supplier by getting the stores duly insured for an amount equal to the value of the goods on all risk bases. The insurance cover shall be obtained by the Supplier and should be valid till completion of all the contractual obligation.

27. **Warranty**

- i. The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied goods under the conditions prevailing in India.
- ii. This **warranty shall remain valid for minimum 1 (one) year** from the date of goods have been installed at the final destination and accepted by the Purchaser/Consignee in terms of the contract, unless specified otherwise.
 - a. No conditional warranty like mishandling, manufacturing defects etc. will be acceptable.
 - b. Warranty will cover all accessories and the items.
 - c. Replacement and repair will be under taken for the defective goods to the full satisfaction of the purchaser/Consignee.
 - d. Proper marking has to be made for all spares for identification regarding installation and repair dates.
- iii. In case of any claim arising out of this warranty, the Purchaser/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be minimum one year irrespective of any other period mentioned elsewhere in the bidding documents.
- iv. Upon receipt of such notice, the supplier shall, within 24 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to 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 after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non-rectification will be applicable as per tender conditions
- v. If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 24 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.
- vi. The supplier shall ensure continued supply of the spare parts for the machines and systems supplied by them to the purchaser for 10 years from the date of installation and handing over.
- vii. The Supplier shall always accord most favoured client status to the Purchaser vis-à-vis its other Clients/Purchasers of its systems/machines/goods etc. and shall always give the most competitive price for its machines/systems supplied to the Purchaser/Consignee.

28. **Sub Contracts**

The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract to anybody else, except with the Purchaser's prior written permission

29. **Resolution of disputes**

- i. If dispute or difference of any kind shall arise between the Purchaser and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- ii. All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works, whether during the progress of the works or after their completion and whether before or after the determination or breach of the contract, shall be referred to Chairman & Managing Director of I.D.P.L and his decision/ award shall be binding on both the parties.
- iii. Any dispute arising out in this connection will be subject to Hyderabad Jurisdiction only.

30. **Applicable Law**

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

31. **General/ Miscellaneous Clauses**

- i. Nothing contained in this Contract shall be construed as establishing or creating between the parties, i.e. the Supplier on the one side and the Purchaser on the other side, a relationship of master and servant or principal and agent.
- ii. The Supplier shall notify the Purchaser/Consignee of any material change would impact on performance of its obligations under this Contract.
- iii. The Supplier shall, at all times, indemnify and keep indemnified the Purchaser/ Consignee against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.
- iv. All claims regarding indemnity shall survive the termination or expiry of the contract.

32. **Bids should be submitted in sealed envelopes as mentioned below:**

- i. **Cover (A)**
Sealed envelope consisting of all the documents mentioned in clause no. 7(i) of Section - 2. All the documents should be self attested and stamped by authorised person. Cover should be superscripted as **“COVER-A” “Tender no. IDPL/HYD/Electrical/2017-18/01 dt 18.01.2018” “Technical Bid”**.
- ii. **Cover (B)**
Sealed envelope of Price Bid, as mentioned in clause 7(ii) of section-2, in price schedule format of Section-4 of this tender document. Cover should be superscripted as **“Tender no. IDPL/HYD/Electrical/2017-18/01 dt 18.01.2018” “Price Bid”**.
- iii. **Cover (C)**
Common sealed envelope consisting of Cover-A and Cover-B. Cover should be superscripted as **“COVER-C” “Tender no. IDPL/HYD/Electrical/2017-18/01 dt 18.01.2018”**.

SECTION-3
TECHNICAL SPECIFICATIONS FOR 30 KVA

| | |
|--|--|
| Normal Rating (KVA) | 30 KVA, 3ph I/P and 3ph O/P with isolation transformer |
| Input | |
| Voltage | 380 to 440V AC 3 wire + earth |
| Frequency | 50 Hz \pm 10% |
| Power Factor | Up to 0.99 |
| Output | |
| Voltage | 415V, 3Ph 4wire + earth |
| Steady State | \pm 1% |
| 100% Load Step | \pm 5% |
| Power Factor | 0.9 lag to 0.9 lead W/O De-ration |
| Frequency | 50 Hz |
| Synchronised with the bypass supply | \pm 6% maximum |
| Auto-Synchronised | \pm 0.1% |
| Overall Efficiency | Up to 95% |
| Battery Rack | MS |
| Cable and other required materials for complete installation | 25 sqmm copper cable, 8mtr x 8 runs for I/P & O/P of UPS 5mtrs x 2 runs for battery I/P & O/P |
| Recommended makes (UPS) | Emerson, APC |
| Recommended makes (Batteries) | Rocket, Quanta (12V, 65AH—34nos) |
| Standards and approvals | General and safety requirement as per the IEC rules in vogue. |

SECTION – 4

PRICE SCHEDULE

| Sl. No | Short Description of Item | Qty | Unit Rate | Amount |
|---------------|--|------------|------------------|---------------|
| 1 | Supply, installation and commissioning of Online UPS System – 30KVA (including batteries) (As per specification mentioned in Section-3) | 1 No | | |
| 2 | GST charges | | | |
| 3 | TOTAL (1+2) | | | |

I understand the terms and conditions laid down in the tender document no. IDPL/HYD/Electrical/2017-18/01 dt 18.01.2018.

Quoted rate should only be in sealed envelope i.e. cover-B. Price bid kept in open condition will result in disqualification of bid.

Rates quoted above are inclusive of all to complete all contractual obligations as mentioned in tender document no. IDPL/HYD/Electrical/2017-18/01 dt 18.01.2018.

Sign and stamp of bidder