

Notice Inviting Open Tender

For

“PROCUREMENT OF BATTERIES FOR 30 KVA UPS SYSTEM.”



**Forest Survey of India
Ministry of Environment, Forest & Climate Change
Government of India
Kaulagarh Road, P.O.-IPE
Dehradun – 248195**



Forest Survey of India
Ministry of Environment, Forest & Climate Change
Government of India
Kaulagarh Road, P.O. -IPE
Dehradun – 248 195

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PART-I

SECTION – 1

NOTICE INVITING E-TENDER
(NIT)



Forest Survey of India
Ministry of Environment, Forest & Climate Change
Government of India
Kaulagarh Road, P.O. IPE
Dehradun – 248 195

No: 22-145/2017-NFDMC/ 3350

Dated: 16-07-2019

SECTION-1: NOTICE INVITING E-TENDER (NIT)
(Two Stage Open Tender)

Director General, Forest Survey of India invites online electronic bids (e-tenders) under two-cover system on behalf of the President of India from domestic bidders registered in India.

“Procurement of Batteries for 30 KVA UPS System.”

Tender Specification No.: 22-145/2017-NFDMC/3350
16-07-2019

Dated:

Tender document can be viewed and downloaded from FSI website www.fsi.nic.in and <https://moefcc.euniwizarde.com>. The bid for the equipment is to be submitted **online only** on <https://moefcc.euniwizarde.com> up to the last date and time of submission of bids. Sale of hard copy of tender document is not applicable.

The offers, in the prescribed format, shall be submitted online at <https://moefcc.euniwizarde.com> as per the tender document. No Quotation will be accepted in hard copy, fax, e-mail or any other such means. The intending bidders must be registered with e-tender website <https://moefcc.euniwizarde.com>. The tender document is also available on Ministry of Environment, Forest and Climate Change website: <http://envfor.nic.in/> for reference only but not for submission. However, for the purpose of submission, the website <https://moefcc.euniwizarde.com> should be referred to. NIT can also be seen on CPP Portal <https://eprocure.gov.in/epublish/app>.

1. Brief Details & Critical Dates of Tender:

1.1 Brief Details of Tender:

S. No.	Item	Description
(i)	Name of work	“Procurement Of Batteries For 30 KVA UPS System.”
(ii)	Tender specification no	<u>22-145/2017-NFDMC/3350</u> <u>Dated 16-07-2019</u>
(iii)	Mode of tendering	e-Tendering system (Open Tender)
(iv)	Tender ID	22-145/2017-NFDMC/3350
(v)	Cost of bidding document	The interested bidders will have to deposit the amount of ₹1000/- (non-refundable) towards tender fee through Bharatkosh (https://bharatkosh.gov.in)
(vi)	EMD (Bid Security)	The scanned copy of the DD/ Bank Guarantee of Earnest Money Deposit (EMD) of <u>₹ 1,50,000/-</u> (₹ One lakh fifty thousand) only in the form of Demand Draft With Minimum three months Validity in favour of Assistant Director (Accounts), Forest Survey of India, Kaulagarh Road ,PO-IPE, Dehradun – 248195. All Micro and Small Enterprises (MSEs) are exempted from Earnest Money Deposit (EMD) and tender fee.
(vii)	Completion Period/ Schedule	Supply of Batteries, 12 V 130AH Sealed Maintenance Free (SMF) for 30 KVA UPS System within six weeks of supply order.
(viii)	Required validity of Bid	The rates quoted must remain valid for 120 days from the date of opening of technical bid. Rates will not be changed under any circumstances.
(ix)	Tender Inviting Authority	Director General, Forest Survey of India, Kaulagarh Road, P.O. - IPE, Dehradun, Uttarakhand– 248195
(x)	Tender Processing Fee	₹ 3000/- + GST (Non Refundable)
(xi)	Registration Charges	₹ 2360/-(Non Refundable)

1.2 Important Dates of Tender:

S. No.	Particulars	Date & Time
(i)	Publish date and time	16-07-2019 15:00 Hrs.
(ii)	Sale / Document Download Start Date & Time	17-07-2019_09:00 Hrs
(iii)	Sale / Document Download End Date & Time	07-08-2019 17:00 Hrs.
(v)	Online Bid Submission Last Date & Time	08-08-2019 17:00 Hrs
(vi)	Last date of submission of cost of bidding document, EMD and other offline supporting documents to Director General, Forest Survey of India, Kaulagarh Road, P.O-IPE, Dehradun, Uttarakhand- 248195	08-08-2019 17:00 Hrs
(vii)	Date and time for opening online Technical bid	09-08-2019 15:00 Hrs
(viii)	Date and time for opening online Financial bid	To be notified after Technical Evaluation

1.3 Technical specifications and details:

Given in Part- II

1.4 Eligibility Criteria for Bidders:

S No	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	<p>The Sole Bidder OR Consortium</p> <ul style="list-style-type: none">• Maximum 2 members are allowed in a consortium including Lead Member.• Lead Member should be registered in India under Companies Act 1956/2013/ LLP Act 2008/Society Act or as amended and should have been in operation for at least 5 years as on date of submission of the bid and two years for Startups as defined by Department of Industrial Policy and Promotion.• Consortium member either should be registered in India under Companies Act 1956/2013/ LLP Act 2008 or as amended.• The bidder should be authorized by the OEM for supply and maintenance of the product.	<ul style="list-style-type: none">• Copy of Certificate of Incorporation /Registration under Companies Act, 1956/2013.• Consortium agreement clearly stating the roles and responsibilities of each member.• Authorization certificate from the OEM to the bidder.
2.	Turnover	<p>The Sole Bidder should have average annual Turnover of ₹ 1.50 Crores for latest 3 consecutive audited financial years.</p>	<ul style="list-style-type: none">• Audited and Certified Balance Sheet and Profit/Loss Account for the last 3 (Three) Financial Years.• Certificate from the Statutory Auditor/CA on turnover details from the “business areas” over the last 3 (Three) audited financial years (2016-17, 2017-18 and 2018-19).

			<ul style="list-style-type: none"> Startups (as defined by Department of Industrial Policy and Promotin) should have minimum turnover of ₹ 50 lakh (₹ Fifty lakh) in each of two financial years (2016-17 , 2017-18 and 2018-19).
3.	Net Worth	The Sole Bidder or the Lead Member of consortium should have positive net worth as per the audited consolidated financial statements in each of the latest Three consecutive audited financial years.	Certificate from the Statutory Auditor on net worth.
4.	Blacklisting	As on date of submission of the proposal, the Sole Bidder or each members of the consortium member, in case of a Consortium, shall not be under a declaration of ineligibility for corrupt or fraudulent practices with any of the State government/ Central Government / semi government / PSU / Municipal agencies in India at the time of submission.	Undertaking by the authorized signatory as per the format given as Annexure - V
5.	Certifications	The Sole Bidder or the Lead Member of consortium should possess Certifications which are valid till bid validity:	Valid Copy of certificates on the name of the Sole Bidder or Lead Member in case of consortium
6.	Experience	The Sole Bidder or the Lead Member of consortium/ other consortium member should have successfully completed at least five work orders of value not less than Rupees 5 Lac each yearly, for the supply of Batteries in the last 3 years as on the last date of bid submission.	Copy of work order + Completion Certificates from the client

2.1 Bids of those Bidders who have not submitted the requisite Cost of bidding document and EMD (as per Instructions to Bidders (ITB) Clause 3.0 & 4.0) and documents listed under 1.4 above shall not be considered for evaluation, except in case of exemption as per Clause No. 3.2 & Clause No. 4.1 of ITB.

2.2 The bidders must fulfil the following minimum Qualifying Criteria:

2.2.1

- i) Authorized dealer of a manufacturer of the equipment / system has to quote on behalf of their manufacturer. In case manufacturer does not quote directly, the authorized dealer shall have to submit relevant authorized dealership certificate from the manufacturer **(as per the prescribed format in Section-1(ITB), Annexure-V)**
- (i) In case a dealer is participating in a tender on behalf of one manufacturer, then he/she will not be allowed to participate/quote on behalf of another manufacturer in this tender or in a parallel tender for the same item. All such bids with same make/manufacturer will be rejected.
- (ii) The Sole Bidder or the Lead Member of consortium/ other consortium member should have successfully completed at least five work orders for the supply of Batteries of value not less than Rupees 5 Lac each yearly, for the last 3 years as on the last date of bid submission. (Enclosed the copies of the supply orders)
- (iii) The company should also enclose copy of GST Registration number.

2.2.2 All Start-ups (whether Micro and Small Enterprises (MSEs) or otherwise), falling within the definition as per Gazette notification- G.S.R. 501(E) dated 23.05.2017 or as amended from time to time are exempted from meeting the qualification criteria in respect of Prior Experience-Prior Turnover in public procurement subject to meeting the quality and technical specification for which necessary documents shall be submitted by such bidders.

2.2.3 The reference date for considering the period for eligibility / qualification requirements above shall be the last day of the month previous to the one in which tenders are invited.

3.0 The details/ information regarding online tendering i.e. Registration on <https://moefcc.euniwizarde.com> portal. Preparation of Bid and Submission of bid are available in the tender document and as well as on CPP Portal under 'Bidders Manual Kit'.

4.0 FSI reserves the right to reject any or all the tenders and shall not be bound to assign any reason for such rejection.

**Joint Director (FGD),
Forest Survey of India,
Phone No.: +91-135-2755037
E-mail: dgfsi@fsi.nic.in**

SECTION – II

INSTRUCTIONS TO BIDDERS
(ITB)

SECTION-II: INSTRUCTIONS TO BIDDERS (ITB):

1.0 INTRODUCTION:

Forest Survey of India (FSI) a premier national level organization under the Ministry of Environment, Forest & Climate Change, Government of India, hereinafter referred to as the ‘Purchaser’ invites bids for “**Procurement Of Batteries For 30 KVA UPS System**” as set-forth through the specifications.

1.1

(i) The bid will be received, opened and evaluated online in electronic form through Gol’s E-tendering portal i.e. <https://moefcc.euniwizarde.com>. Link to reach at site is also available at FSI website i.e., www.fsi.nic.in. Bid shall be prepared and submitted in accordance with instructions contained in this Section.

(ii) The Tenders/Bids are to be submitted as per the **two-stage tender system tendering process** and all eligibility; technical and financial details should be uploaded as two separate documents.

Broad Functionalities to be incorporated in “**Procurement of Batteries for 30 KVA UPS System**” will be assessed during Technical evaluation of the bids (as mentioned in Annexure I).

- Financial bids of only those firms who qualify the technical evaluation will be considered by the committee.

1.2 This section of the bidding document provides the information necessary for Bidders to prepare online responsive bids, in accordance with the requirements of the Purchaser. It also provides information on online bid submission, opening, evaluation and contract award.

1.3 INSTRUCTIONS FOR ONLINE BID SUBMISSION:

This tender document has been published on the E-wizard portal <https://moefcc.euniwizarde.com/>. The bidders are required to submit soft copies of their bids electronically on the E-wizard Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the E-wizard Portal, prepare their bids in accordance with the requirements and submitting their bids online on the E-wizard Portal. More information useful for submitting online bids on the E-wizard Portal may be downloading from “Download” section available on home page on <https://moefcc.euniwizarde.com/>.

1.3.1 REGISTRATION:

- (i) The Bidder is requested to visit the link Bidders Manual Kit’ at <https://moefcc.euniwizarde.com> and Central Public Procurement (CPP) Portal (URL: <http://eprocure.gov.in/eprocure/app>).
- (ii) Bidders are required to enrol on the e-Procurement Portal (URL: <https://moefcc.euniwizarde.com>) with clicking on the link “Online bidder Registration” on the e-tender Portal by paying the Registration fee of ₹ 2360/- per year through online banking.

- (iii) As part of the enrolment process, the Bidder will be required to choose a unique username and assign a password for their accounts.
- (iv) During enrolment/ registration, the Bidder should **provide the correct/ true information** including valid email-id & mobile no. All the correspondence shall be made directly with the Contractors/ Bidders through email-id provided.
- (v) For e-tendering, possession of valid **Digital Signature Certificate** (Class III Certificates with Signing +Encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- (vi) Upon enrolment on e-procurement portal (URL: <https://moefcc.euniwizarde.com>) for e-tendering, the Bidder has to register their valid Digital Signature Certificate with their profile.
- (vii) Only one valid DSC should be registered by a Bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- (viii) Bidder can then log into the site through the secured login by entering their user ID/ password and the password of the DSC/ e-Token.

1.3.2 SEARCHING FOR TENDER DOCUMENTS:

- 1) Bidder can search any tender by clicking on “Live Tender” under search option on Home Page. Once the bidders have selected the tenders they are interested in, they may download the required documents after clicking on “Tender Document”.
- 2) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

1.3.3 PREPARATION OF BIDS:

(i) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

(ii) Any pre-bid clarifications if required, then same may be obtained online through the tender site, or through the contact details given in the tender document.

(iii) Bidders should get ready in advance the bid documents to be submitted as indicated in the tender document/schedule in pdf/xls/rar/zip/ jpg/ dwf formats. If there is more than one document, they can be clubbed together using zip format. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

(iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such documents (e.g. GST registration copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Document” available to them to upload such documents. These documents may be directly attached from the “My Document” library while

submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

1.3.4 SUBMISSION OF BIDS:

(i) Bidder should log into the site well in advance for bid submission so that he/ she upload the bid in time i.e. on or before the bid submission time.

(ii) Bidder should prepare the Cost of bidding document/ EMD as per the instructions specified in the tender document. The original Cost of bidding document/ EMD should be posted/ couriered/ given in person to the concerned official, latest by the last date of bid submission or as specified in the NIT/ tender documents. The details of the DD/ any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid shall be liable for rejection.

(iii) Bidders should select the payment option as “offline” to pay the Cost of bidding document and EMD upload copy of scanned document i.e. DD/BC/BG.

(iv) Bidder should digitally sign and upload the required bid documents one by one in respective “Tender Cover” as indicated in the tender document.

(v) Bidders should note that, the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.

(vi) Bidders are requested to note that each document to be uploaded for the tender should be less than 2 MB. If any document is more than 2 MB, it can be reduced through zip/rar and the same can be uploaded. For the file size of less than 1 MB, the transaction uploading time will be very fast.

(vii) Utmost care shall be taken for uploading ‘Schedule of Quantities & Prices’ and any change / modification of the price schedule shall render it unfit for bidding.

Bidder shall download the Schedule of Quantities & Prices i.e. BOQ_XXXX.xls, in XLS format and save it without changing the name of the file. Bidder shall fill their respective rates in figures (financial quotes) and other details (such as name of Bidder) in light blue background cells, thereafter save and upload the file online in financial/price bid (Finance) cover without changing the filename. No other cell should be changed.

Bidders are requested to note that they should necessarily submit their financial bids in the ‘Finance’ cover in the format provided and no other format is acceptable. **If the template of “Schedule of Quantities & Prices” file is found to be modified/ tampered by the Bidder, the bid shall be rejected and further dealt as per provision of clause no. 12.0 of ITB**

including forfeiture of EMD.

The Bidders are cautioned that uploading of financial bid elsewhere i.e. other than in financial cover shall result in rejection of the tender.

(viii) Bidder should submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the Bidder at the eleventh hour.

(ix) After the bid submission (i.e. after clicking —Freeze Bid Submission in the portal), the Bidder should take print out of system generated acknowledgement number, and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.

(x) Bidder should follow the server time being displayed on Bidder's dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.

(xi) All the documents being submitted by the Bidder would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered can not be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subject to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers / bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

1.3.5 ASSISTANCE TO BIDDERS:

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to inviting authority of the tender.

2) Any queries relating to the process of online bid submission or queries relating to e-tendering Portal in general may be directed to the e-Wizard Helpdesk. The contact number for the helpdesk is **Mr. Varun Kumar: 9205898229, Email:ewizardhelpdesk@gmail.com, Ph: 011-49606060.**

Toll Free Number 1800-3070-2232. Mobile No. +91-7878007972 and +91-7878007973.

2.0 Eligibility Criteria for Bidders:

2.1 Bids of those Bidders who have not submitted the requisite Cost of bidding document and EMD (as per Instructions to Bidders (ITB) Clause 3.0 & 4.0) shall not be considered for evaluation, except in case of exemption as per Clause No. 3.2 & Clause No. 4.1 of ITB.

2.2 The bidders must fulfil the following minimum Qualifying Criteria:

2.2.1

- (i) The bidder should be the manufacturer of the equipment/system of required specifications/configurations.

Or

Authorized dealer of a manufacturer of the equipment/ system to quote on behalf of their manufacturer. In case manufacturer does not quote directly, the authorized dealer shall have to submit relevant authorized dealership certificate from the manufacturer **(as per the prescribed format in Section-1(ITB), Annexure-V)**

- (ii) In case a dealer is participating in a tender on behalf of one manufacturer, he/she is not allowed to participate/quote on behalf of another manufacturer in this tender or in a parallel tender for the same item. All such bids with same make/manufacturer will be rejected
- (iii) The company should have an average annual turnover of ₹ 1.50 Crore in the last 3 consecutive financial years. (Enclose the copy of Profit & Loss Account / balance Sheet & ITR).
- (iv) The company should also enclose copy of GST Registration number.

(v) In case a bidder is participating in a tender on behalf of one vendor, then he will not be allowed to participate/ quote on behalf of another vendor in this tender or in a parallel tender for the same item.

(vi) Bidder must produce with their Bid – PAN and Goods & Services Tax Identification No. (GSTIN).

(vii) The individual(s) signing the Bid or other documents in connection with the Bid must attach the Power of Attorney in his/their name as a part of Pre-Qualification Bid. In case of non-submission of valid Power of Attorney, the Bid is liable to be rejected.

2.2.2 The reference date for considering the period for eligibility / qualification requirements above shall be the last day of the month before the one in which tenders are invited.

2.3 Bids of only those Bidders who are meeting the Eligibility Criteria specified above will be considered for evaluation and award of the contract. Bidders will submit duly self-attested requisite supporting documents [as per clause 2.2.2 & clause 2.2.3 of NIT] and testimonials with their Bids to prove their credentials and claim of meeting the Eligibility Criteria.

Note: Mere downloading of Bid document by the prospective Bidder shall not be construed that such a bidder automatically fulfills the prescribed eligibility criteria. Whether the bidder meets the specific eligibility criteria or not, shall be checked or ascertained, on opening their bids by scrutinizing documentary evidences furnished by them along with their bid.

3.0 Cost of bidding document:

3.1 Complete bid document can be viewed and downloaded from FSI website www.fsi.nic.in or <https://moefcc.euniwizarde.com> and Central Public Procurement (CPP) Portal <https://eprocure.gov.in/eprocure/app>. The interested bidders will have to deposit the amount of ₹ 1000/- (non-refundable) towards tender fee through bharatkosh (<https://bharatkosh.gov.in>). The bidder shall fill the Cost of bidding document details online and submit DD to Tender Inviting Authority i.e. Director General, Forest Survey of India, Kaulagarh Rod, P.O IPE, Dehradun-248195 Phone No.: [+91-135-2754507](tel:+91-135-2754507), E-mail: dgfsi@fsi.nic.in on or before the date as specified in NIT.

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

4.0 Bid Security / Earnest Money Deposit (EMD):

4.1 Bidder shall submit along with the bids, the requisite Bid Security / EMD for an amount of ₹ 1,50,000/- (₹ One lakh fifty thousand) only as given in NIT appended hereto. Bid security / EMD may be deposited in the form of Crossed Demand Draft/ Bank Guarantee in favour of 'Assistant Director (Accounts)' FSI Kaulagarh Road, PO-IPE, Dehradun. Failure to do so may prevent a tender from being considered.

Micro and Small enterprises (MSEs) Units registered with NSIC under their Single Point Registration Scheme having Udyog Aadhar Memorandum for the goods / services are exempted from furnishing the Bid Security / EMD.

They should furnish with the Bid a copy of the valid registration certificate / Entrepreneurs Memorandum (EM-II) details / other relevant documents issued by above board / body in their favours, for the goods / services covered under this Tender document. No other bidders are exempted from furnishing Bid Security / EMD as mentioned above.

Start-ups as recognized by Department of Industrial Policy & Promotion (DIPP) are exempted from furnishing the bid Security/ EMD. They should furnish with the Bid a copy of the valid certificate of recognition issued by DIPP. No other bidders are exempted from furnishing Bid Security / EMD except as mentioned elsewhere in the document.

4.2 The bidders shall not be entitled, during the period of validity of their offers without the consent in writing of the Purchaser, to revoke or withdraw their bids or vary in any respect their offer or any terms and conditions thereof. In case of a bidder revoking or withdrawing his Bid or varying any terms and conditions in regard thereto, without the consent of the Purchaser in writing during the period of validity of his offer, the Purchaser shall forfeit the Bid Security / EMD furnished by the bidder along with his offer.

In addition to this the bidder may at the discretion of the Purchaser, be debarred from bidding for a period as may be considered fit by the Purchaser, against any Bid that might be invited by the Purchaser in future. The Purchaser will also be within its rights to circulate the information,

at its discretion to other prospective purchasers about the bidder having withdrawn his offer within the validity period.

4.3 Bids received unaccompanied by either an acceptable Bid Security / EMD or a photocopy of valid certificate of registration stated as above shall be rejected as being non-responsive.

4.4 Bid Security / EMD of the successful bidder will be returned when the bidder has furnished requisite Performance Guarantee as stipulated in Terms and Conditions of Contract (T&C). Bid Security / EMD of bidders who are not qualified for opening of price bid shall be returned within 15 days after such notification. The Bid security / EMD of all the unsuccessful bidders whose price bid has been opened will be returned within 15 days of notification of the award of Contract to the successful bidder. The Earnest Money of unsuccessful bidders shall be remitted by the Employer in the account mentioned in ECS Form (Annexure-II) through ECS mode.

4.5 The Bid Security / EMD shall be forfeited:

(a) If the Bidder withdraws its bid or varies any terms & conditions, without the consent of the Purchaser, in regard thereto during the period of Bid validity specified by the bidder; or

(b) If the bidder indulges in Corrupt, Fraudulent, Collusive or Coercive practice(s) as mentioned in the clause 12.0 of ITB; or

(c) If the bidder does not accept the correction of its Bid Price pursuant; or

(d) If the successful bidder having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity refuses to accept / execute the Order or fails to enter into Contract Agreement when required; or

(e) In the case of a successful Bidder, if the Bidder fails within the specified time limit to furnish the required Performance Security in accordance with T&C.

5.0 The bidder shall prepare the bid and submit the bid online only on —**Electronic Tendering System**” in following manner:

5.1 ONLINE SUBMISSION:

5.1.1 Cover-1: Technical Bid:

Online bids should be submitted containing scanned copy of following document in Cover-1:

i) All Documents establishing conformity to the Eligibility Criteria as mentioned at Clause 2.0 of ITB.

ii) Demand Draft/Banker's Cheque/copy of valid relevant MSEs Certificate towards Cost

of bidding document.

iii) Demand Draft/Banker's Cheque/Bank Guarantee/ copy of valid relevant MSEs Certificate towards Bid Security / EMD.

iv) Annexure – I: Bid Performa & Annexure – V (Self Declaration by the Bidder)

v) Annexure – II: Electronic Clearance System (ECS) Form.

vi) Copy of PAN and GSTIN

vii) Scanned copy of Power of Attorney along with authority of executants.

viii) Annexure – III: Declaration regarding applicability of Micro, Small & Medium Enterprise under MSMED Act, 2006 along with copy of the certificate.

ix) Annexure – IV: Declaration regarding applicability of Start-Ups under Start-Up India Initiative along with copy of certificate.

5.1.2 Cover-2: FINANCIAL BID (PRICE-BID):

The Financial Bid (Price Bid) shall be submitted in electronic form in conformity with the tender specifications on the portal only by the time & date as specified in NIT.

Submission of the Financial Bid (Price Bid) by any other means shall not be accepted by the Purchaser in any circumstances.

Online submission of the bid will not be permitted on the portal after expiry of submission time and the Bidder shall not be permitted to submit the same by any other mode.

5.2 OFFLINE SUBMISSIONS:

Hard copy / Supporting documents:

The scanned copies of all the offline documents (hard copies) are to be uploaded online on the portal along with the Bid as provided in ITB clause 5.1.

i) DD / Banker's Cheque / Copy of valid relevant MSEs Certificate towards cost of bidding document.

ii) DD / Banker's Cheque / Copy of valid relevant MSEs Certificate towards Bid Security / EMD.

iii) Power of Attorney along with authority of the executants.

Hard copy of online documents, if desired by the Purchaser, shall be submitted by the bidder in

due course of time.

These envelope(s) shall not contain anything else. This part of bid should not contain any **“Price information”**.

If any discrepancy is found between the Hard Copies of the offline documents viz. DD towards Cost of bid document & DD towards Bid Security / EMD, Power of Attorney and scanned copy of same uploaded online then the online bid shall be liable for rejection.

5.3 The online bid (Technical Bid and Price Bid) shall be submitted up to the due date & time indicated in the NIT or any extension thereof. Offline documents (as specified at Clause No. 5.2 above) in Physical Form shall be received by the Purchaser at the address specified in the Invitation for Bids (Notice Inviting e-Tender) not later than the time and date stated in the Invitation for Bids or any extension thereof. In the event of the specified date for submission of Offline documents being declared a holiday for the Purchaser, the same will be received up to the appointed time on next working day. However, the date and time for online submission of the Bids shall continue to be the date and time specified or amended, if any.

5.4 The Purchaser reserves the right to itself to postpone and/or extend the date of receipt or to withdraw the Bid notice, without assigning any reason thereof, entirely at its discretion. In such an event, bidders shall not be entitled to any compensation, in any form whatsoever.

6.0 Bid Performa:

The bidder should fill in the Bid Performa appended as Annexure-I herewith and submit the same online

7.0 ECS Form:

Bidders are required to submit duly filled in ECS Form appended as **Annexure-II** herewith and submit the same online.

8.0 Online opening of Bids by Purchaser:

8.1 The Purchaser will open the Bids online on the date as specified in NIT or any extension thereof. In the event of the specified date or amendment if any for the opening of bids/offline documents being declared a holiday for the Purchaser, the opening shall be carried out at the specified time on the next working day.

8.2 Initially, the 'Technical Bid 'shall be opened and the 'Price Bid 'of only those bidders whose Technical bid is acceptable to the Purchaser shall be considered online subsequently. The decision of the Purchaser is final and binding in this regard.

9.0 Evaluation of Bids:

9.1 Part bids i.e. bids for supply of part of the procurements will not be considered for evaluation. Bids for supply of all the three components of the procurement will only be considered. The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been

properly signed and whether the bids are generally in order and conforms to all the terms, conditions and specifications of the bid documents without any deviations.

The Purchaser will, thereafter check and ascertain whether the bidder fulfils the Eligibility criteria and other requirements specified under ITB Clause 2.0. The Bids submitted by the Bidders who meet the Eligibility Criteria set under ITB Clause 2.0 shall only qualify for consideration and further technical evaluation by the Purchaser.

The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence. If a Bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

9.2 Prior to the detailed evaluation, the Purchaser will determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionality or reservations.

A material deviation, objection, conditionality or reservation is one:

- (i) that affects in any substantial way the scope, quality or performance of the Contract;
- (ii) that limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the successful Bidder's obligations under the Contract; or
- (iii) whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive Bids.

The Purchaser may waive any minor informality, non-conformity or irregularity in a Bid that does not constitute a material deviation, and that does not prejudice or affect the relative ranking of any Bidder as a result of the technical and commercial evaluation, as per clause 10.1 of ITB.

Also, if any discrepancy is found between the Hard Copies of the offline documents viz. DD towards cost of bid document & DD towards Bid Security / EMD, Power of Attorney, and scanned copy of same uploaded online, then the online bid may be liable for rejection.

9.2.1 Opening of Tenders:

The purchaser will open the tenders at the specified date, time and place as indicated in the NIT document. 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. Authorized representatives of the bidders, who have submitted tenders on time may attend the tender opening, provided they bring with them an authority letter from their respective firms.

The process of opening of the tenders in Two Bid System is as follows:

First Stage : The Technical Bids are to be opened in the first stage on/after the prescribed date and time. These Bids are then scrutinized and evaluated by the Technical Evaluation Committee (TEC) constituted by the competent authority with reference to the parameters prescribed in the Tender Enquiry Document. The bidders whose Technical Bids are found responsive and acceptable will pass on to the second stage. The details of the bidders, whose Technical bids have been accepted, will be uploaded on the CPP Portal along with the date of opening of their Financial/Price Bids.

Second Stage : In the Second Stage, the Price Bids of technically qualified bids only will be opened. The Price Bids will be scrutinized by Cost Statement Table (CST) Committee constituted by the competent authority. The report of the CST committee will decide the lowest bidder. This report will also be uploaded on CPP Portal.

SCRUTINY AND EVALUATION OF TENDERS

(1). Unresponsive bids: The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the Tender Enquiry Document. The tenders are liable to be treated as non– responsive and will be summarily ignored if following documents are not provided along with technical bids.

(a) Checklist (Annexure-I).

(b) Registration certificate of the bidding firm with government body in their country. (Credential/document not attached).

(c) Tender Acceptance Letter (Annexure-II) is not duly signed and stamped. (Bidder has to agree to accept all the terms & conditions of the Tender Enquiry Document)

(d) Tender Validity Period is shorter than the required period.

(e) Required EMD (Amount, Validity, etc.)/ Exemption document have not been provided.

(f) Bidder has not agreed to deposit the required performance security (In case of allotment of the tender).

(g) Copy of agreement of Indian agent with its foreign principal with the precise relationship between them and nature of services which would be available from Indian agent. Copy of this agreement must be attached with the tender.

(h) By any means/reason, the incomplete bid uploaded on e-procurement.gov.in shall be treated as Unresponsive.

(2). Technical Evaluation:

The Technical Bids will be scrutinized and evaluated by the “Technical Evaluation Committee” (TEC) constituted by the competent authority with reference to the parameters

prescribed in the TE document. During the Technical Bids scrutiny, the members of the TEC will read the salient features of the bids like Delivery Period, Earnest Money Deposit, other special features of the bids, as deemed fit.

Minor Informality/Irregularity/Non-Conformity:

If, during the preliminary examination, the purchaser finds any minor informality and/or irregularity and/or non-conformity in a tender, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the bidders. Wherever necessary, the purchaser will convey its observation on such „minor“ issues to the bidder asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

(3) Financial Evaluation:

In the second stage, the Price Bids of technically qualified bidders only shall be opened for further scrutiny and evaluation. The ultimate/landing cost in respect of store is arrived at by considering following elements:

(A) Indigenous stores

- (a) Basic price
- (b) Goods and Service Tax (GST), as applicable in India
- (c) Insurance, freight and transportation of goods up to user sites

(B) Imported stores

- (a) Net FOB price
- (b) Ocean/Air Freight and Insurance charges / (@10% of Net FOB price)
- (c) Custom Duty in India (If not exempted). Custom Duty is applicable on hardware, software, equipment, instruments, consumables and other items coming through customs clearance. Custom duties on services are not levied.
- (d) Landing Clearing and Bank charges @1.0% of FOB price
- (e) Actual Inland Freight / Insurance / Transportation of goods up to the user sites quoted by the bidder
- (f) Goods and Service Tax (GST), as applicable in India.

10. Conversion of Currencies to Indian Rupees for comparison of tenders:

In case the Tender Enquiry Document permits the bidders to quote their prices in different currencies, all such quoted prices of the responsive bidders will first be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the BC selling rate of exchange of State Bank of India prevailing on the date of opening of the price bid.

11.0 Award Criteria & Purchaser's Right to accept any bid and to reject any or all Bids:

11.1 The Purchaser reserves the right to accept or reject any bid, or cancel/ withdraw the invitation to Bid for any reason, including National Defence and security conditions, and annul

the Bidding process and reject all bids at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders. However, the Bidder(s), who wish to seek reasons for such decision of cancellation/ rejection, shall be informed of the same by Purchaser unless its disclosure reasonably could be expected to affect the sovereignty and integrity of India, the security, strategic, scientific or economic interest of the State, relation with foreign state or lead to incitement of an offence.

11.2 The Purchaser shall not be bound to accept the lowest or any bid and reserves to itself the right of accepting whole or a portion of any of the bid as it may deem fit, without assigning any reason thereof.

11.3 Canvassing in any form or any approach, official or otherwise, by the Bidder to influence the consideration of his bid shall render the bid liable to summary rejection.

11.4 Subject to ITB Clause 10.1 and 10.2, the Purchaser shall award the contract to the successful Bidder whose bid has been determined to be substantially responsive and to be the highest ranked bid, further provided that the Bidder is determined to be qualified to perform the contract.

11.5 The scoring arrived at in terms of clause 9.0 shall be considered for the comparison and evaluation of the bids. However, for the purpose of award of work, the combined ranking as per clause 9.0 of ITB shall be considered.

12. Packing and Marking:

The packing for the goods to be provided by the supplier should be strong and durable enough to withstand (Without limitation) the entire journey during transit including shipment (if any), rough handling, open storage etc. without any damage or deterioration of the packed goods.

13. Inspection, Testing and Site Acceptance Test (SAT):

The purchaser/consignee reserves the right to inspect goods before their dispatch if required in technical requirement. Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract. Purchaser will not undertake any Pre dispatch inspection, unless mentioned, for imported stores in the suppliers country of origin and equipment will be sent to the supplier on the basis of supplier own inspection at the premises and guarantee and warranty. The equipment will be accepted subject to final inspection and test before handing over the equipment to consignee.

14.0 Corrupt, Fraudulent, Collusive or Coercive Practices:

It is expected from the Bidders/ Vendors/ Contractors that they will observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy:

(a) For the purpose of this provision, the terms set forth below shall mean as under:

(i) "**corrupt practice**" means the offering, giving, receiving or soliciting, directly or

indirectly, of anything 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/ omission of facts in order to influence a procurement process or the execution of a contract.

(iii) "**Collusive practice**" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Purchaser, designed to establish bid prices at artificial, non-competitive levels; and

(iv) "**Coercive practice**" means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in a procurement process or affect the execution of a contract;

(b) A Bid may be rejected by the Purchaser if it is determined at any stage that the respective Bidder has engaged in corrupt, fraudulent, collusive and coercive practices as mentioned above in competing for the contract in question.

(c) The Purchaser may declare a bidder ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt or fraudulent practices, Collusive and Coercive practices in competing for, or in executing, a contract.

(d) **Banning of Business Dealings:** It is not in the interest of FSI to deal with Agencies who commit deception, fraud or other misconduct in the tendering process and/or during execution of work undertaken. The grounds on which Banning of Business Dealings can be initiated are as follows:

(i) If the security consideration, including questions of loyalty of the Agency to FSI so warrants;

(ii) If the director/owner of the Agency, proprietor or partner of the firm, is convicted by a court of law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during last five years;

(iii) If the Agency has resorted to Corrupt, Fraudulent, Collusive, Coercive practices including misrepresentation of facts and violation of the any provisions provided in the Contract;

(iv) If the Agency uses intimidation / threatening or brings undue outside pressure on FSI or its official for acceptance / performances of the job under the contract;

(v) If the Agency misuses the premises or facilities of the FSI, forcefully occupies or damages the FSI 's properties including land, water resources, forests / trees or tampers with documents/records etc.;

(vi) If the Agency does not fulfil the obligations as required under the Contract and Violates terms & conditions of the contract which has a serious affect for continuation of the Contract.

(vii) If the work awarded to the agency has been terminated by FSI due to poor performance of the contract in the preceding 5 years.

(viii) If the Central Vigilance Commission, Central Bureau of Investigation or any other Central Government investigation Agency recommends such a course in respect of a case under investigation or improper conduct on agency's part in matters relating to the FSI or even otherwise;

(ix) On any other ground upon which business dealings with the Agency is not in the public interest.

(x) If business dealings with the Agency have been banned by the Ministry of Environment, Forest & Climate Change, Government of India OR any PSU/ any other authority under the MOEF&CC if intimated to FSI or available on MOEF&CC Website, the business dealing with such agencies shall be banned with immediate effect for future business dealing without any further investigation.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

15.0 Check List (This Check List duly tick marked shall be submitted online)

S. No.	Document Required	Action required	Submitted Please tick (✓)
1.	Self-attested copies of Documentary evidences in Support of the qualification criteria as per ITB Clause No. 2.0. Original documents of successful bidder will be checked before issuing award of the contract.	To be uploaded online.	
2.	Cost of bidding document	To be submitted in hard copy and uploaded online.	
	(i) DD amounting to ₹_____/-		(i)
	Or		Or
	(ii) Copy of valid Certificate towards Exemption of Cost of bidding document.		(ii)
3.	Bid Security / EMD	To be submitted in hard copy and uploaded online.	
	(i) DD Amounting to ₹_____/-		(i)
	Or		Or

S. No.	Document Required	Action required	Submitted Please tick (✓)
	(ii) Copy of certificate towards exemption of Bid Security / EMD.		(ii)
4.	Power of Attorney along with authority of executants.	To be submitted in hard copy and uploaded online.	
5.	ECS Form	To be uploaded online duly filled in.	
6.	PAN - Copy of PAN card	To be uploaded online	
7.	GST - Copy of GST certificate	To be uploaded online	
8.	MSMED declaration as per Performa. (If MSME exemptions are sought)	To be uploaded online duly filled in	
9.	Bid Performa	To be uploaded online duly filled in	
10.	Schedule of Quantities & Prices i.e. Financial Bid (Price Bid) of Section-III	To be filled online	

Four Key Instructions for Bidders:

Note: The following **Four Key Instructions for Bidders** must be assiduously adhered to:

i) Obtain individual Digital Signature Certificate (DSC or DC) well in advance of tender submission deadline.

ii) Register your Organization on <https://moefcc.euniwizarde.com> portal well in advance of tender submission deadline.

iii) Get your Organization's concerned executives trained on <https://moefcc.euniwizarde.com> portal well in advance of tender submission deadline.

iv) Submit your bids well in advance of the tender submission deadline on the portal (There could be last minute problems due to internet timeout, breakdown, etc.) While the first three instructions mentioned above are especially relevant to first-time users of the portal, the fourth instruction is relevant at all times.

Note: Electronic procurement system will not allow any Bidder to place their bids after the expiry of scheduled date & time. FSI/ NIC-CPPP shall not be responsible for any delays/ problems related to bandwidth, connectivity etc., which are beyond the control of the FSI/ NIC-CPPP."

Annexure- I

(To be filled and uploaded online)

BID PROFORMA

S. No.	Description of information	Replies by the bidder	
1.	Name of the firm		
2.	Complete address of Regd./ Head Office		
	i) Postal ii) Telephone/ Fax iii) E-mail		
3.	Former name of the Firm (in any)		
4.	Type of the firm (Proprietary/ Partnership/ Private Ltd. Co. / Public Ltd. Co.)		
5.	Whether MSE or Start-Up (tick in the appropriate box)	MSE	Start-Up
6.	Year and place established		
7.	Are you registered with any Government/ (if yes, give details)for supply of similar services covered Under the Specifications		
8.	Have your company ever been declared Bankrupt (if yes, give details)		
9.	Validity period of tender, reckoned from the last date of online bid submission	120 days	
10.	Whether all technical particulars, drawings etc., furnished and filled in all schedules, appended to the tender documents.		
11.	Rate of Taxes & Duties	(Mention here only % rates as applicable)	
	1. Supply: a) GST b) Any other Tax, if any 2. Transportation & Insurance Charges: a) GST b) Any other taxes & duties etc.		(%) (%) (%) (%)
12.	Goods & Services Tax Identification No. (GSTIN)		

Place: _____

Date: _____

For & on behalf of

Signature : _____

Name: _____

Designation : _____

(of the authorized representative of the bidder)

Official seal of the Company:

Declaration regarding applicability of Micro, Small & Medium Enterprise under MSMED Act, 2006

DECLARATION / UNDERTAKING:

A) I/We confirm that the provisions of Micro, Small & Medium Enterprise are applicable/not applicable to us and our organization falls under the definition of:

- a. - Micro Enterprise
- b. - Small Enterprise
- c. - Medium Enterprise

Please tick in the appropriate option box and attach documents/certificate, if any.

B) I/We also confirm that we are MSEs owned by SC/ST Entrepreneurs (Strike out if not applicable)

C) I/We also undertake to inform the change in this status as aforesaid during the currency of the contract, if any.

(Authorized Representative of Firm)

Annexure-IV
(to be filled and uploaded online)

Declaration Regarding Applicability of Start Ups under Start-Up India Initiative

DECLARATION / UNDERTAKING

A) I/We confirm that the provisions of Start-Up India Initiatives are:

Applicable to us and our organization falls under the definition of Start-Ups.

Not applicable to us and our organization does not fall under the definition of Start-Ups.

Please (tick) the appropriate box [] and attach documents / certificates, if any.

B) I/We also undertake to inform the change in this status as aforesaid during the currency of the contract, if any.

(Authorized Representative of Firm)

Annexure-V

DECLARATION

1. I,.....Son/Daughter/Wife of
Shri.....
..... , Proprietor/Director/authorized signatory of the Agency mentioned above, is competent to sign this declaration and execute this tender document.

2. I, have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;

3. The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/we, am/ are well aware of the fact that furnishing of any false information/fabricated document would lead to the rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

4. Certified that (Name of the Agency) is an Authorized Dealer of
..... (Name of OEM) for supply of
.....
.....

5. Certified that the agency has not been black listed /security deposit has not been forfeited in case of the agency during the last five years.

Signature of authorized person

Date:

Full Name:

Place:

Seal

SECTION – III

TERMS AND CONDITIONS OF CONTRACT
(T&C)

Section–III: Terms and Conditions of Contract (T&C):

1.0 Scope of the Work: “Procurement of Batteries for 30 KVA UPS System”

2.0 Prices, Taxes & Duties:

2.1 Prices shall be Firm and on F.O. R, i.e. FSI, Dehradun inclusive of charges for packing, handling, forwarding, transportation, insurance and all applicable taxes and duties.

2.2 Taxes, duties and levies, as applicable twenty-eight (28) days prior to deadline for submission of bids, shall be mentioned separately in Price Bid i.e. Schedule of Quantities & Prices (Section-III).

2.3 All taxes & duties mentioned in the Price Bid as per clause 2.2 above shall be paid/ reimbursed against proper invoice as per rules/documentary evidence and restricted to the total amount of Taxes and Duties in Price Bid subject to clause 2.4 below. No other taxes and duties shall be payable / reimbursable by FSI.

2.4 Statutory variation, in Taxes and Duties or levy of any new Tax after 28 (Twenty-Eight) days prior to deadline for submission of bid will be adjusted/reimbursed against production of documentary evidence.

3. Transit Insurance:

Transit Insurance shall be borne by the supplier.

4. Terms of Payment:

- (i) 50% of the payment toward item may be released on request of supplier on successful supply, installation, verification and testing (site acceptance test as given in special condition of contract).
- (ii) 100% payment shall be released after receipt and verification of item (**Batteries For 30 KVA UPS System**) in the store and upon production of following documents:

Detail of Documents:

- I) Invoice in Triplicate
- II) Inspection Report/ Dispatch Instruction, Test Certificates
- III) Training
- IV) Insurance Intimation/ Cover (if any)
- V) Warrantee Certificate
- VI) All necessary manuals keys.
- VII) Source code of the application and keys of software.

In case of MSE:

All the payments for the supplies and/ or services [as applicable] rendered by MSEs (Micro & Small Enterprises) Vendor/ Contractor under the Contract shall be released within forty-five (45) days from the day of acceptance*.

In case, payment is not released as mentioned above, FSI shall pay the principal amount plus compound interest with monthly rests from the date of immediately following the date agreed upon @ three times of bank rates as notified by Reserve Bank of India from time to time.

***Day of Acceptance means** - day of the actual delivery of goods or the rendering of services; where any objection is made in writing by the buyer regarding acceptance of services within fifteen (15) days from the date of delivery of the goods or the rendering of services, the day on which such objection is removed by the Vendor.

In case of non-MSE:

All the payments for the supplies and/or services [as applicable] rendered by non-MSEs (non-Micro & Small Enterprises) Vendor/ Contractor under the Contract shall be released within forty-five (45) days from the receipt of invoice/ bills from the Contractor/ Vendor complete in all respect. In case, payment is not released as mentioned above, FSI shall pay the principal amount plus simple interest from the date immediately following the date agreed upon @ 8% (eight percent) per annum.

5. Delivery Period:

The delivery schedule from the date of issue of the Letter of Award of the contract is stated as below:

(i)	“Supply of Procurement Of Batteries For 30 KVA UPS System.”	The supply of the batteries will be provided within six weeks of the award of the supply order
-----	--	--

6. Liquidated Damages:

If the Vendor fails to attain the above objectives of the work/service or any part thereof within the prescribed time for completion under clause 5.0 or any extension thereof (due to delays not attributable to the Vendor), the Vendor shall pay to the Purchaser liquidated damages equal to the amount computed @ 1/2 (half) percent per week or part thereof of the Contract Price. The aggregate amount of such Liquidated damages shall in no case exceed 5% of the Contract Price. However, cost compensation for any time extension shall not be paid.

7. Performance Guarantee:

Within 28 days of receipt of Supply Order, the Vendor shall furnish to the Director General, FSI a Performance Guarantee in the form of Demand Draft/ Bank Guarantee from an Indian Nationalized Bank or any Scheduled Bank in India as per the format appended as **Annexure-VI** herewith for an amount equal to (10) ten percent of the contract price by way of guarantee valid till three months beyond the warranty period as mentioned in the Tender

Document for the due and faithful performance of the contract along with the other terms and conditions agreed to.

The Performance Guarantee shall be released after successful completion of the warranty period. The Performance Guarantee amount will not earn any interest in whatsoever period detained by FSI. The Contractor shall communicate the following bank details to the issuing Bank for online confirmation of Bank Guarantee to be submitted in terms of this clause:

Name of the beneficiary: _____
Account No.: _____
IFSC Code: _____
Address of the Bank: _____

8. Warranty:

The equipment/ item shall be warranted against poor quality or workmanship of material or manufacturing defects for a minimum period of 3 years commencing upon the setting to work of item. During the Warranty period, the supplier shall repair/replace the defected items free of cost and no conveyance or any other charges shall be paid. If any defect is not remedied within a reasonable time, the Purchaser may proceed to do the work at the Supplier's risk and expense, but without prejudice to other rights, which the Purchaser may have against the Supplier in respect of such defects.

9. Buy-Back:

Buy-back of old batteries, 12 Volt 130 AH Sealed Maintenance Free (SMF) with steel racks.

10. Inspection:

Inspection shall be carried out by Authorized representative of purchaser at the works/ premises of the supplier before dispatch of material by the supplier or at site after receipt of material (at Forest Survey of India, Dehradun). Necessary assistance for conducting the inspection shall be provided by the supplier free of cost.

11. General:

The Purchaser reserves to itself the right to take over the part or full contract from the Vendor after the award of the Contract or during the execution of Contract without assigning any reason.

12. Officer-In-Charge:

Director General, Forest Survey of India shall be an Officer-In-Charge of the aforesaid contract.

13. Consignee:

Director General, Forest Survey of India, Kaulagarh Road, P.O- IPE, Dehradun – 248195.

Contact No.+91-135-2754507 Fax No: +91-135-2756139, Email: dgfsi@fsi.nic.in

14. Paying Authority:

Assistant Director (Accounts), Forest Survey of India, Kaulagarh Road, P.O IPE, Dehradun – 248195.

15. Court of Competent Jurisdiction:

Any action taken or proceedings initiated on any of the terms of this Agreement shall be only in the court of competent jurisdiction under the Local Competent Court of Dehradun.

ANNEXURE-VI

BANK PERFORMANCE GUARANTEE

Bank Guarantee

(To be stamped in accordance with Stamp Act if any, of the Country of the issuing Bank)

Bank Guarantee No. Date

To,
[Purchaser's Name & Address]

Dear Sirs,

In consideration of the [Purchaser's Name]
(Hereinafter referred to as the Purchaser
which expression shall unless repugnant to the context or meaning thereof, include its
successors, administrators and assigns) having awarded to M/s
[Vendor's Name]
with its Registered/Head Office
at..... (Hereinafter referred to as the Vendor ,
which expression shall unless repugnant to the context or meaning thereof, include its
successors administrators, executors and assigns), a Contract by the issue of Purchaser 's
Letter of Acceptance No. dated
and the same having been acknowledged
by the Vendor, for[Contract sum in figures and words] for[Name of the Supply]
and the Vendor having agreed to provide a Contract Performance Guarantee for the faithful
performance of the entire Contract equivalent to(*)
of the said value of the aforesaid supply
under the Contract to the Purchaser.

We..... [Name & Address of the Bank] ...
having its Head Office at
(Hereinafter referred to as the Bank,
which expression shall, unless repugnant to the context of meaning thereof, include its
successors, administrators, executors and assigns) do hereby guarantee and undertake to pay
the Purchaser, on
demand any and all monies payable by the Vendor to the extent of
(*)
as aforesaid at any time up to (@)
[days/month/year] without any demur, reservation, contest, recourse or
protest and/or without any reference to the Vendor. Any such demand made by the Purchaser
on the Bank shall be conclusive and binding notwithstanding any difference between the
Purchaser and the Vendor or any dispute pending before any Court, Tribunal, Arbitrator or any
other authority. The Bank undertakes not to revoke this guarantee during its currency without
previous consent of the Purchaser and further agrees that the guarantees herein contained
shall continue to be enforceable till the Purchaser discharges this guarantee or till

.....[days/month/year] whichever is earlier.

The Purchaser shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Vendor. The Purchaser shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Vendor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Purchaser and the Vendor or any other course or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Purchaser or any other indulgence shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank declares that this Bank Guarantees issued by the Bank, utilizing the credit limit of M/S..... (Name of contractor) and also agrees that the Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Vendor and notwithstanding any security or other guarantee the Purchaser may have in relation to the Vendor's liabilities.

i) Our liability under this Bank Guarantee shall not exceed

ii) This Bank Guarantee shall be valid up to

iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if Purchaser serve upon Bank a written claim or demand

on or before @.....

Dated this day of 20...
at.....

WITNESS

1

(Signature)
(Name)
(Official Address)

2

.....
(Signature)

(Name)
(Official Address)

Signed for and on behalf of the Bank

(Signature)
(Name)
(Designation with Bank Stamp)

Attorney as per Power
of Attorney No.
Dated

Communication address of the Bank
Name of the contact person
Tel. No. Fax No.
Email:

Notes: 1. (*) This sum shall be ten percent (10%) of the Contract Price denominated in the

types and proportions of currencies. (@) This date will be Ninety (90) days beyond the warrantee period as specified in the Contract.

2. The stamp papers of appropriate value shall be purchased in the name of guarantee issuing Bank.

3. Vendor 's stamp with full details i.e. name of the Purchaser in whose favour this stamp paper has been purchased should invariably be mentioned on the back side of the stamp paper.

4. Bank Guarantee is required to be submitted directly to the Purchaser by the issuing bank (on Behalf of the Vendor) under the registered post (A.D.). The Vendor can submit an advance copy of Bank Guarantee to the Purchaser. However, in case of exceptional circumstances where efficient postal services are not in force, the Bank Guarantee may be submitted by the Vendor directly to the Purchaser and the issuing Bank shall submit an unstamped duplicate copy of Bank Guarantee directly under the registered post (A.D.) to the Purchaser, with a forwarding letter.

SECTION – IV
SCHEDULE OF QUANTITIES & PRICES

SECTION-IV: Schedule of Quantities & Prices

Tender Inviting Authority: Director General, Forest Survey of India, Kaulagarh Road, P.O
IPE, Dehradun – 248195

Description of the Supply: “**Procurement of Batteries for 30 KVA UPS System**”.

Tender Specification No: _____ **Dated:** _____ / _____ /2019

Name of the Bidder/ Bidding Firm / Company:

PRICE SCHEDULE

Annexure-VII

S.No	Work	Quantity	Unit Price with Three years warranty (in Rs)	Total Amount (Rs.)
1	2	3	4	6
1.	Supply & Procurement of Batteries(12 Volt 130 AH Sealed Maintenance Free (SMF)) for 30 KVA UPS System (4 Nos)	Two Hundred Twenty Four (56x4) Total Nos.224		
2.	Installation with steel frame structure			
3.	Sub Total			
4.	GST/Any other taxes			
5.	Buy-back of old Batteries (12 Volt 130 AH) with steel racks.	Total Nos.224		
6.	Grand Total (3+4-5)			

Note:

1. All applicable taxes & duties including GST, other levies and charges, etc. should be mentioned clearly.
2. It is hereby confirmed that, except as otherwise stipulated in the tender Specification and statutory variations permitted as per the contract, the above unit rates and other charges as mentioned in this schedule, will remain firm till the subject supplies are completed. Further, it is confirmed that no other charges would be payable by FSI, in connection with our execution of the resultant Purchase Order.
3. The “Contract Price” shall mean the total price, inclusive of all taxes.
4. Before coming into the agreement, physical asset verification to be done by the vendors on their own cost.

SECTION-V
SPECIAL CONDITION OF CONTRACT (SSC)

SPECIAL CONDITON OF CONTRACT:

As per the supply schedule, the firm shall at its own cost send its representative to Forest Survey of India Kaulagarh Road, P.O IPE, Dehradun -248195 for demonstration of operation of product. The payment shall be processed only after successful demonstration of product at site including the site acceptance test for meeting all operations of the supplied item as per the technical specification.

PART-II

**TECHNICAL SPECIFICATIONS OF BATTERIES
FOR 30 KVA UPS SYSTEM**

SECTION-I : TECHNICAL SPECIFICATIONS AND DETAILS:

1. Technical Specifications of Batteries for 30 KVA UPS System

S.No	Item	Specifications	Compliance (Yes/No)	Remarks (if any)
1	Types of batteries required	Maintenance free batteries, sealed lead acid batteries, Deep Cycle batteries compatible for 30 KVA UPS system		
2	Capacity	12 Volt 130 AH Sealed Maintenance Free (SMF)		
3	Number of batteries required	Total of 224 batteries (56 batteries x 4 UPS)		
4	Warranty	Three Years		
5	Installation	Installation with steel framed structure		
6	Buy-back option	Buy-back installed old batteries (12 Volt 130 AH Sealed Maintenance Free (SMF)) with steel racks.		