

(A University established by SAARC Nations) Rajpur Road, Maidan Garhi, New Delhi – 110 068 India Phone: +91 - 11 - 20862652 | +91 - 11 - 20862806 Website: www.sau.int

INVITATION OF BIDS For Supply and Installation of UPS Batteries

Tender No. SAU/ICT/1206202301 dated 12 June 2023

The South Asian University (SAU) is an International University sponsored by the eight member countries of the South Asian Association for Regional Cooperation (SAARC) viz. Afghanistan, Bangladesh, Bhutan, India, Maldives, Nepal, Pakistan and Sri Lanka.

The University invites sealed Bids from reputed authorized distributors/dealers/retailer etc. for Supply & Installation of UPS Batteries of reputed prominent OEM brands with the following specifications <u>under buy</u> <u>back scheme</u>:

S.	Specification*	Qty.				
No.						
1.	Exide/Amaron UPS battery 12V - 7AH	28				
2	Exide/Amaron UPS battery 12V - 18AH	36				
Buy Back						
1	UPS battery 12V - 7AH	28				
2	UPS battery 12V - 18AH	36				

*DATE OF MANUFACTURE MUST NOT BE MORE THAN TWO MONTHS FROM THE DATE OF DELIVERY

Terms & Conditions for Submission of Bids

- The Bid must be made in a duly sealed and signed cover with the Contract Name and Tender Number at the top left corner of the envelope and submitted to the Assistant Registrar, Estate & & Procurement Section, Room No. 203, 2nd Floor, South Asian University, Rajpur Road, Maidangarhi, New Delhi 110068 or submitted at the Reception of South Asian University. The University assumes no responsibility in respect of a bid not made and/or not submitted as required.
- 2. The Bid must reach the university no later than **3:00 PM on 07 July 2023**. South Asian University (the purchaser) may reject any late submitted bid. All timely-received bids are scheduled to be opened on the same day **at 3:30 PM**.
- 3. In the event of the due date of receipt and opening of the tender being declared as a holiday for the University, then due date of receipt/opening of the tender will be the next working day at the same time.



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- 4. Bids shall remain valid for a period of one hundred and twenty (120) days after the bid submission deadline date.
- 5. The bidder is required to submit an Earnest Money Deposit, refundable without interest, of Rs. 6000.00 (Rupees Six Thousand only) in the form of demand draft/Pay order drawn on any scheduled banks in favour of "South Asian University" payable at New Delhi. <u>NSIC & other exemption certificate will not be accepted as EMD. Bids will be summarily rejected if not accompanied with the required EMD</u>.
- 6. Earnest money is liable to be forfeited and bid is liable to be rejected, if the bidder withdraws or amends impairs or derogates from the tender in any respect within the period of validity of the tender.
- 7. All bidders are required to read these conditions carefully and while sending their tender should enclose a copy of the conditions stipulated duly certified and attested by them in token of accepting the tender conditions that they understood and accepted them in full. Tenders received without the certified copy of the conditions shall be rejected summarily.
- 8. The Bid shall be typed or written in English with indelible ink and shall be signed by a person duly authorized to sign on behalf of the vendor. Official Stamp should be placed after the signature.
- 9. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a Bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.
- 10. The bid proposal must be properly indexed and bound and all the pages shall be signed and stamped. Any loose document submitted by bidders will be rejected.
- 11. Price of each item should be indicated in the format of price schedule given in Annexure I. The **applicable tax / duty shall be indicated separately.** Any additional charges to be levied should be clearly specified. The vendor shall quote only in Indian Rupees.
- 12. Prices quoted by the vendor shall be fixed during the vendor's performance of the Contract and not subject to variation on any account.
- 13. Alternative offers/partial offers shall not be considered. The vendors are advised not to quote different options for the same item but, furnish the most competitive among the options available to the bidder. A Bid submitted with an adjustable price shall be treated as non-responsive and may be rejected.
- 14. Losses or damages in transit will be to the account of the supplier. No payment will be made in advance for any supplies under this tender.



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- 15. The University reserves the right to verify/seek confirmation of all original documentary evidence submitted by the vendor's in support of tender, specification, etc. in case any information furnished by the vendor is found false/incorrect the tender of the vendor will be rejected.
- 16. All material purchased here under must be packed to ensure its safe delivery in accordance with good commercial practice. It is sole responsibility of the vendor to provide/replace the item/good if it is lost or broken during the shipping or transportation due to whatever may be the reason.
- 17. The vendor shall have to indemnify, hold harmless and defend the University, its employees, and students with respect to all claims, suits, actions and proceedings of trademark or trade name, trade secret, copyright or other protected right in any country resulting from any sale, use or manufacture of any material delivered hereunder and to pay and discharge all judgments, decrees, and awards rendered therein or by reason thereof and bear all expenses and legal fee (including the University) associated herewith. The University reserves the right to be represented in any such action by its own counsel at its own expense.
- 18. The bidder should clearly specify make and model in their bid.
- 19. At any time prior to the due date for submission of bids, the purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment which will be displayed at University's website .
- 20. A firm having any legal suit/criminal case pending against its proprietor or any of its Directors (in the case of Private Ltd. Company) or having been earlier convicted on grounds of moral turpitude or for violation of laws in force shall not be eligible. A self-declaration to this effect shall be furnished by the bidder.
- 21. The University has the right to reject any Bid, and to annul the process and reject all Bids at any time prior to acceptance, without thereby incurring any liability to bidders and without assigning any reason.
- 22. The University will accept the Bid of the vendor whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the documents issued.
- 23. Any effort by a Bidder to influence the University in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its bid.
- 24. To assist in the examination, evaluation, comparison and post qualification of the bids, the University may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. However, no negotiation shall be held except with the lowest bidder, at the discretion of the purchaser. Any clarification submitted by a bidder in respect to its bid which is not in response to a request by the University shall not be considered.



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- 25. Goods shall be supplied and installed at South Asian University, Akbar Bhawan, New Delhi.
- 26. Goods shall be supplied & installed within 2 weeks from the date of purchase order. The date of supply and installation shall strictly be adhered to, failing which the University reserves the right of not accepting the supplies and to charge suitable damages or to effect purchase at the supplier's cost and risk. If the supplier fails to supply and install the goods on or before the above mentioned period, compensation may be recovered at the rate of 1% of the cost of order for every weeks delay or fraction thereof, subject to a maximum of 10% of the cost of goods. If and when required, the extension for date of delivery should be obtained with proper justification. Part supplies will not be accepted.
- 27. **PERFORMANCE SECURITY:** Performance security of 5% of the total value of the contract may be furnished in the form of an Account Payee Demand Draft/ Fixed Deposit Receipt/or a Bank Guarantee from any Scheduled Commercial Bank in an acceptable form to the University drawn in favour of **South Asian University**, payable at New Delhi. Performance security shall remain valid for a period of sixty days beyond the warranty period. No interest will be payable by the University on Performance Security.
- 28. **Warranty**: Standard warranty of the products including replacement of any parts, repairing of any defect, etc with onsite technician support to install, test and certify that the defect has been rectified and/or replaced part is fine and working correctly.
- 29. **Penalty**: For issues or problems that are not resolved onsite by the next business day, 0.5% of performance security amount will be charged as penalty per day, subject to a maximum of 10% of the security amount. Repeated failure to provide timely support or undue delay by bidder in the performance of it's contract obligations can attract forfeiture of performance security and termination of contract/work order for default.
- 30. The payment will be made 100% within 30 days after supply and installation of all goods against the particular order to the satisfaction of the University.
- 31. Matters regarding any dispute shall be referred for arbitration to any Officer appointed by the President of SAU, whose decision shall be binding and final.
- 32. Please note that South Asian University is an International Organization declared by the Central Government in pursuance of Section 3 of the United Nations (Privileges and Immunities) Act, 1947



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(46 of 1947) and is therefore entitled to claim refund of Goods and Services Tax (GST) paid on the procurement of Goods and/ or Services.

We have been allotted UIN: 0717UNO00175UNQ

Please ensure that our UIN is mentioned on all invoices raised on us for the goods and services supplied. The invoice raised should be in conformity with the various provisions of respective GST Acts and should include the following-

- The Invoice should be Tax Invoice;
- Name, address and GSTIN of the supplier;
- Invoice Number;
- Date of issue
- Name, address UIN of the recipient;
- HSN code of goods or Accounting Code of services (SAC);
- Description of goods or services;
- Quantity in case of goods and unit or Unique Quantity Code thereof;
- Total value of supply of goods or services or both;
- Taxable value of supply of goods or services or both considering discount or abatement, if any;
- Rate of tax (central tax, State tax, integrated tax, Union territory tax or cess);
- Amount of tax charged in respect of taxable goods or services (Central Tax, State Tax, Integrated Tax, Union territory Tax or cess);
- Place of supply along with the name of State, in case of a supply in the course of inter-State trade or commerce;
- Address of delivery where the same is different from the place of supply;
- Signature or digital signature of the supplier or his authorized representative.



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Annexure I

PRICE SCHEDULE** (Financial bid)

Brand of Battery Quoted _____

S. No	Description of Items	Qty.	Unit Price (INR)	Total Tax Exclusive Price (INR)	Tax	Total price with taxes (INR)
1.	UPS battery 12V - 7AH	28				
2	UPS battery 12V - 18AH	36				
	Total					
	Buyback of old batteries	Qty.	Unit Price (INR)		Total Price (INR)	
1	UPS battery 12V - 7AH	28				
2	UPS battery 12V - 18AH	36				

** **NOTES:** 1. PRICES SHOULD REMAIN VALID UP TO 120 DAYS FROM THE PROPOSAL DUE DATE SO THAT ANY REPEAT ORDER MAY BE PLACED.

2. DATE OF MANUFACTURE MUST NOT BE MORE THAN TWO MONTHS FROM THE DATE OF DELIVERY.

DECLARATION

- 1. This is certified that the rates quoted above are not more than the rates charged from any other Institution / Department / Organization and shall be valid for any repeat orders up to 120 days from the proposal due date.
- 2. I / We have gone through the terms & conditions stipulated in the tender document and confirm to abide by the same.
- 3. No other charges would be payable by the University.

Full name of the Bidder:

Official Seal



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DECLARATION REGARDING BLACKLISTING / DEBARRING FOR TAKING PART IN TENDER

- (I) We are not involved in any litigation that may have an impact of affecting or compromising the delivery of the services as required under this tender.
- (II) We are not black-listed by any Central/State Government/Public Sector/Educational Institute Undertaking in India.
- (III) I/we undertake that the documents submitted are genuine/authentic and nothing material has been concealed there from and that I/we are not debarred by any Government organization and are competent to have the contract. I/we understand that the contract is liable to be cancelled, if found to be having obtained, through fraudulent means/concealment of information.

(Signature of Authorized Signatory)	Date:
Name of the bidder:	
Complete Address:	
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Check list

- 1. Earnest Money Deposit of Rs. 6000.00
- 2. Self-declaration to the effect that the company has not been black listed.
- 3. Company Registration Number (Attach attested copy of certificate).
- 4. PAN Registration Number (Attach attested copy of certificate).
- 5. GST Registration Number (Attach attested copy of certificate).
- 6. Manufacturers' authorization letter in case of a distributor/dealer.
- 7. Bid documents duly completed, signed and stamped as per instructions.
- 8. Bid enclosed in a sealed cover super scribed with the tender no. and name.