



NATIONAL INSTITUTE OF DESIGN ANDHRA PRADESH

(An autonomous Institute under the DPIIT, Ministry of Commerce and Industry, Government. of India)
EEE & ECE Building, Ground Floor, ANU Campus Guntur 522510 web: www.nid.ac.in Ph: 0863-2377212

Tender Enquiry No. NIDAP/IT/1104/002

Dated: 25.11.2020

Notice Inviting Tender

For the work of – Supply, Installation, Testing and Commissioning of IT equipment's, (Sh: – UPS and Batteries) at NID AP

National Institute of Design, Andhra Pradesh

An Institute of National Importance under the Department for Promotion of Industry and Internal Trade (DPIIT) Ministry of Commerce & Industry, Government of India

Transit Campus - EEE Building, Acharya Nagarjuna University,
Nagarjuna Nagar , Guntur - 522510, Andhra Pradesh

Subject: Notice Inviting Tender (NIT) supply, installation, Testing and commissioning of IT equipment (Sh: – UPS and Batteries) at NID AP

On behalf of Director, National Institute of Design, Andhra Pradesh (NID AP), offline proposal (Technical and Financial bids) are invited from eligible and reputed manufacturers/ OEM/ authorized distributors/ Reputed agencies for supply, installation, Testing and commissioning of IT equipment's at NID AP as given in schedule of requirement of this tender.

Schedule of Tender

Tender enquiry Number	NIDAP/IT/1104/002	
Date/ time of release of tender	25/11/2020	
Date/ time of pre-bid meeting at National Institute of Design, Transit Campus, Acharya Nagarjuna university, Namburu, Guntur – 522510	NA	
Start date/ time of submission of bid	25/11/2020	
Last date/ time of submission of bid	07/12/2020	at 3:00 PM
Date/ time of opening of Technical bid	07/12/2020	at 3:30 PM
Date/ time opening of Financial bid	Will be notified later on website	

Detailed technical Specifications, Terms and Conditions, Scope of Work, various format and Performa for submitting the proposal are described in this tender document and its Annexure I to VI for any query, please send email to sr.engr@nid.ac.in or Contact Phone No. 0863 - 2377212

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Instructions to Bidders

1. Parties

The parties to the contract are the Tendering Firm/ Agency (Bidder) and National Institute of Design, Andhra Pradesh (NID AP).

2. Two Bid System

Percentage rate tenders are invited for the work of “supply, installation, Testing and commissioning of IT equipment’s (SH:- UPS & Batteries) at NID AP “. Tender document may be downloaded from the website www.nid.ac.in from 25.11.2020 to 0.12.2020 .Tender must be submitted as per two bid system (Technical and Financial). Both the bids must be submitted to **the office of the Senior Engineer (Land, Building and Maintenance), National Institute of Design, Andhra Pradesh , EEE &ECE Building , Ground floor , Acharya Nagarjuna University, Nagarjuna Nagar , Guntur (A.P.)-522510**, giving full particulars to the last date and time of submission of bid . Both envelopes should be enclosed in a common Envelope-III. In case Envelope-I (Technical bid) is not annexed then Envelope-II (Financial Bid) containing NIT document & Price Bid will not be opened at all. Bids received after the date and time specified in this tender will not be accepted.

- (i) The estimated cost of the work is Rs.3,16,000/- (Three lakhs sixteen thousand only) (inclusive of all taxes such as GST , supply , loading , transportation , unloading ,testing commissioning , installation etc.)
- (ii) The Technical bid should be complete in all respects and should contain all the information asked for. The technical bid should not contain any financial related rates/bid. The Technical bid should be complete to indicate that products and services asked for are quoted.
- (iii) The Financial Bid must give all relevant price information and should not contradict the Technical bid in any manner.
- (iv) 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 submits a Bid not substantially responsive to the bidding documents in every respect may result in the rejection of the Bid.
- (v) At any time prior to the deadline for submission of bids, NID AP, for any reason, whether at its own initiative or in response to the clarifications requested by prospective bidders may modify the bidding documents by amendment & publish the same on website.
- (vi) Any amendments/corrigendum/modifications will be notified on www.nid.ac.in website only. Bidders are advised to regularly browse these websites till last date of submission of tender. These amendments/corrigendum/modifications will be binding on them.
- (vii) The Bidder shall be deemed to have carefully examined all contract documents to his entire Satisfaction. Any lack of information shall not in any way relieve the Bidder of his responsibility to fulfil his obligation under the contract.

3. Schedule of requirements

This tender comprises of following schedules:

Sr. No.	Name of Schedule	Quantity (Nos)
1	SITC of 1 KVA UPS Capacity VA 1000va, Capacity Watts 600Watts, Nominal Input voltage 220vac - 240vac, Input voltage range for online operation 170vac - 294vac, Auto voltage regulation 182vac - 216vac +17% & 252vac - 282vac -17%, Interface USB/ Serial, Output sockets Minimum 4nos 6A 3pin Indian Sockets with battery backup and 2nos 6A 3pin Indian sockets for Surge protection, Power saver mode Should be available, Battery VAH Minimum 216vah, Software Auto Shutdown software should be available, Display OCD Display should show: Input Voltage, Output voltage, Auto voltage regulation, Buzzer mute, Load in Watts and %, Replace battery indication, Battery charge level, Online or battery. Overload, Extended battery backup Should be able to add battery bank at any point of time to increase the battery backup Warranty 2 years on UPS and batteries, Extended warranty Optional Extended warranty including battery should be available (make- APC/Luminous or equivalent)	20
2	SITC of 600 VA UPS Capacity VA 600va, Capacity Watts 360Watts, Nominal Input voltage 230vac, Input voltage range 145vac - 290vac, Output sockets Minimum 3nos 6A 3pin Indian Sockets with battery backup and surge protection, Battery saver mode Should be available, Battery VAH Minimum 84vah, Warranty 2 years on UPS and batteries, Extended warranty Optional extended warranty including battery should be available, Battery charge indication Should be available(make- APC/Luminous or equivalent)	20
3	SITC of approved make 12V 65 AH UPS battery (SMF) with at least 2 years warranty (Amaron or Exide)	32
4	For Buyback, please refer Schedule of Quantity	Buyback items are mandatorily to be quoted by bidders failing which bids shall stand rejected

4. Terms and Conditions

- (i) Terms and conditions for Bidders who participate in this Tender are specified in the section named "Terms and Conditions". These terms and conditions are binding on all the Bidders.
These terms and conditions will be part of the purchase order.
- (ii) The Bidder should be agreeable to all the terms and conditions specified in the tender document. Conditional bids are liable for outright rejection.

5. Bid validity Period

The bid should be valid for a period of 120 days from the date of the opening of technical bids.

6. Address for Communication and delivery/ installation of equipment :

National Institute of Design A.P.
EEE Building, Acharya Nagarjuna University,
Nagarjuna Nagar , Guntur - 522510, Andhra Pradesh

7. Modification and Withdrawal of Bids

- (i) Bidders are allowed to modify or withdraw their bids any time before the last date and time specified for closing of the receiving period. No bid can be modified or withdrawn by a Bidder, after the closing date and time for submission of bids.
- (ii) In case the Bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rate, the aforesaid amount of Earnest Money and Security Deposit, will be forfeited by the Institute. Besides this, the Bidder may also be liable to be debarred/blacklisted from participating in the tendering process of NID AP in future and/or suitable penalty may be levied.

8. Preliminary Scrutiny

- (i) NID AP will scrutinize the bids received to determine whether they are complete and as per Tender requirement, whether technical documentation as asked for and necessary to evaluate the bid has been submitted, whether the documents have been properly signed and whether all the items are supplied as per the requirements.
- (ii) NID AP may, at its discretion, waive any minor non-conformity or any minor irregularity in the bid. This waiver shall be binding on all the Bidders and NID AP reserves the right for such waivers.

9. Clarification on Bids received

To assist in the scrutiny, evaluation and comparison of bids, NID AP may, at its discretion, ask some or all the Bidders for clarifications on the bid made by them. The request for such clarifications and the Bidder response will necessarily be in writing.

10. No Commitment to Accept Lowest or Any Bid

- (i) NID AP is under no obligation to accept the lowest or any other bid received in response to this tender and reserves its right to reject any or all the bids including incomplete bids without assigning any reason whatsoever.
- (ii) NID AP will not be obliged to meet and have discussions with any Bidder and / or to entertain any representations.

11. Submission of Technical Details

- (i) It is mandatory to provide the technical information/bid in the exact format of (Annexure I) given in this Tender.
- (ii) The bid may be rejected by the NID AP in case of non-adherence to the format or partial submission of technical information as per the format given in the bid.
- (iii) The relevant product information, brand and model number supplied, product brochure, technical specification sheets etc. should be submitted along with the bid. Failure to submit this information along with the bid could result in disqualification.

12. Make, Models & Part numbers

- (i) For Items mentioned in table 3, schedule of requirement **mentioned makes** will only be accepted.
- (ii) Bidder can offer specifications superior to those mentioned in schedule of each equipment.
- (iii) All the equipment supplied must be of same make. Any equipment supplied other than OEM make will not be accepted. It is mandatory to provide make, model and part numbers of all items and their sub-components as asked in the technical specification. The bid may not be evaluated and/or will be liable for rejection in case of non-submission or partial submission of make, model and part numbers of the items supplied.
- (iv) The supply of any substandard/assembled item will entail cancellation of whole supply order and forfeiture of EMD/Security deposit.

13. Format for Technical bid

The Technical bid should be made in an organized, structured and neat manner. The suggested sequence of uploading of documents in technical bid is as follows:

- Covering letter. This should be as per Annexure IV.
- Technical bid as per Specifications as given in Annexure I, complete with all the columns filled in.
- Bill of quantity of material as per Annexure II. This table should not contain any price information in technical bid.
- Undertaking of Authenticity as per Annexure III.
- Manufacturer's authorization form as per Annexure V.
- Warranty details. This should not contain any price information.
- Technical Documentation (Product Brochures, leaflets, manuals, etc.).
- Items details as applicable.

14. Financial Bid

- (i) The Financial Bid should be submitted in envelope –II as mentioned above in prescribed format of BOQ available with the tender document. The Financial bid Form shall contain only price details for items.
- (ii) All taxes and levies shall be included in quoted price for items/ equipment supplied and installed and will be borne by the Bidder only. No other charges such as packing, forwarding, cartage, insurance, transportation charges, loading and unloading, entry tax, demo, etc. will be allowed.
- (iii) The consolidated price quoted shall be firm and final and payable for the goods supplied and commissioned at NID AP campus. Rates shall be valid for the entire duration of the contract.

15. Erasures or Alterations

The bids containing erasures or alterations will not be considered. Correct technical information of the product being supplied must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure/manual” is not acceptable.

16. Rejection of incomplete and conditional tenders

The incomplete and conditional tenders will be rejected. Quoting unrealistic rates (abnormally high or abnormally low) for any individual item will result in rejection of bid for that particular item.

17. Criteria for Evaluation of Bids

- (i) Bids (complete in all respect) received along with the EMD, till the last date and time of tender, will be opened as per stipulated time and date indicated in Notice Inviting Tender of the tender document in presence of Bidder/ authorized representative of Bidder, if available at National Institute of Design, Andhra Pradesh.
- (ii) Physical copy of Bid along with EMD in the form of DD/ pay order in favour of National Institute of Design Andhra Pradesh will have to be submitted to NID AP in a sealed envelope before last date and time of submission of tender otherwise the bid will be rejected straightaway.
- (iii) The evaluation of bids will be done by a Tender opening and Evaluation Committee (TOEC) first on the basis of technical information furnished in form as per Annexure I to VI which is an eliminatory round and then on the basis of commercial information furnished in form as per Annexure VII.
- (iv) The criteria prescribed in respect of specifications of items, years of operation in the business, experience of similar class of work completed etc will first be scrutinized and the Bidder's eligibility for the work will be determined.
- (v) As a part of the process to evaluate the technical bids, Tender Evaluation Committee may also ask the Bidders to make a presentation/ demonstration before it.
- (vi) After evaluating the technical bids and on acceptance, then only financial bids will be opened.
- (vii) NID AP will award work to the Bidder (L-1) whose bid has been found to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be competent to perform the contract satisfactorily. NID AP shall however not bind itself to accept the lowest or any tender bid, wholly or in part.
- (viii) At the time of opening of Financial Bids, the price of each Bidder shall be read out on the spot. However, it shall be noted that the final Financial Bid prices would be arrived at after detailed scrutiny/ correction of arithmetical errors in the Financial Bid, if any.
- (ix) It must be kept in view that no decision will be given by the Tender Evaluation Committee. Any inferences drawn during the meeting of this Committee by the Bidders or their representatives will be their own view and the Institute will not abide by the same.
- (x) Supply order shall be awarded on the basis of lowest bid value

18. NID AP 's Rights

- (i) NID AP reserves the right to accept/ reject any or all the bids in whole or in part and annul the bidding process without assigning any reason whatsoever and is not bound to accept the lowest tender.

- (ii) NID AP also reserves the right to modify and/ or relax, any terms & conditions of this tender document before last date of submission of tenders to safeguard its interest.
- (iii) Any failure on the part of the Bidder to observe the prescribed procedure and any attempt to canvass / influence NID AP for furtherance of his/ her interest, the Bidder's quotation will be cancelled forthwith. The decision of NID AP in this regard will be final.
- (iv) NID AP reserves the right to cancel the tender process without assigning any reason whatsoever, at any stage, in case of any change in requirement.
- (v) NID AP reserves the right to award the work to more than one Bidder.
- (vi) NID AP reserves the right to blacklist a Bidder for a suitable period in case the Bidder fails to honour its bid after award of work without sufficient grounds.
- (vii) NID AP reserves the right to increase or decrease the quantity of goods and services originally specified in the tender without any change in unit price or other terms and conditions in the event of changes in requirement. No Bidder will be allowed to change the financial bid if NID AP decides to drop any items from the schedule.
- (viii) All the items, for which financial bids are submitted, should be genuine and of the specified branded company. If the material supplied is found to be of non-genuine/ substandard quality, the same will be returned/ replaced at the cost of the Bidder and the NID AP will not be responsible for any loss to the concerned Bidder for such supply.
- (ix) The tender document is valid for a period of six months from the date of issue. If supply order is not issued within this period, the process will have to start afresh.
- (x) The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract.

19. Repeat Orders

NID AP reserves its right to place an additional repeat order for quantity equal to or below the items/ equipment covered in this tender at the same price and terms within twelve months of the date of release of purchase order.

20. Bid Form

The bidder shall complete the bid form and the appropriate price schedule furnished in the bidding documents, indicating, inter alia for the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.

21. Bid prices

The Bidder shall indicate the percentage excess/ below on the Price Schedule of the goods it proposes to supply under the Contract.

I. For goods offered from within India:

- a. The price of the goods should be quoted for destination basis (FOR), charges towards freight, installation etc. may be mentioned inclusive of GST as applicable after referring the attached GST Notification.

- b. Any sales or other taxes/duties should be clearly mentioned, which will be payable on the goods in India if the contract is awarded.
- c. The price bid should be inclusive of charges for inland transportation, insurance and other local costs incidental to delivery of goods to their final destination.
- d. Any element of cost, taxes, duties levies etc. not specifically indicated in the bid, shall not be paid by the purchaser. **If GST amount is not quoted in the BOQ (Financial Bid), the total cost will be treated as inclusive of GST. No further communication will be entertained later or else the EMD will be forfeited.**

II For goods offered from abroad

- a) The price of goods shall be quoted in FOR and the same should be mentioned in terms & Conditions of the firm.
- b) The price bid should be inclusive of all charges for freight, custom clearing charges, inland transportation, insurance and other local costs incidental to delivery of goods to their final destination i.e. NID AP Campus.
- c) The terms FOB, CIF, CIP etc. shall be governed by the rules and regulations prescribed in the current edition of INCOTERMS, published by the Chamber of Commerce, Paris.
- d) Prices quoted by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account, unless otherwise specified in the Schedule of Requirements.

III. Bid currencies

- a. For domestic goods prices shall be quoted in Indian rupees only. Commission for Indian Agent, if payable, shall also be quoted in Indian Rupees only.
- b. For imported goods prices shall be quoted either in Indian rupees or may be quoted in foreign currency and the portion of the allied work and services, which are to be undertaken in India (like installation & commissioning of equipment) are to be quoted in Indian currency. The exchange rate on the date of opening of financial bid will be valid for determining the price of goods and payment on delivery and installation.

IV. Indian Agent

- a) If a foreign bidder has engaged an agent in India in connection with its bid it will be required to give the following information in the online bid:
 - i) *Name and address of the Indian agent with their permanent income tax number.*
 - ii) *Details of the services the agent will render*
 - iii) *Agency commission shall be indicated in the space provided for in the price schedule and will be paid to the bidder's agent in Indian rupees*

V. Others:-

- (i) The Bidder quoting bid on behalf of foreign OEM shall quote in foreign currency inclusive of their agency commission. The Bidder quoting bid on behalf of foreign OEM, if selected, shall raise preforma invoice on the name of Principal OEM.
- (ii) The Bidder quoting bid on behalf of foreign OEM, if selected, shall be paid in foreign currency through Letter of Credit (LC)/FDD/Wire Transfer on successful completion of supply/installation.
- (iii) Minimum of one -year comprehensive on-site warranty and maintenance covering all components and software. This period will start from the date of acceptance of installation by NID AP officials in writing. Discounted Academic pricing to be considered while submitting the financial proposal as NID AP being an academic institute.

- (iv) Payment shall be made through NEFT/ RTGS transfer only and TDS as applicable will be deducted, after satisfactory supply/installation of the said items.
- (v) NID AP shall be at liberty to withhold any of the payments in full or in part subject to recovery of taxes as applicable and recovery of penalties.
- (vi) No advance payment will be made in any case. 100% payment will be released after completion of work and final acceptance and testing.

22. Qualification Criteria along with EMD Details

Qualifying Criteria	Supporting Documents
Bidder firm should be a proprietorship/partnership firm/Company registered under relevant act and should be an established IT/ Telecom OEM/ authorised channel partner operating for the last five years as on bid submission date.	Copy of valid registration proof as on date
Bidder firm (not parent company) must have annual Turnover of at least of Rs. 1.5 Lacs on standalone basis In the previous financial year	Statement of the audited financial for the previous year
<p>Bidder should have successfully delivered and installed similar work to a central/ state government organization/ autonomous body/ PSU/ reputed agency during last 3 years</p> <p>i. One work of Rs 2.5 lakh (80% of total cost)or ii. Two works of Rs 1.9 Lakh (60% of total cost) or iii. Three works of Rs 1.26Lakh;(40% of total cost)</p>	Copy of work order by central/ state government organisation/ autonomous body/ PSU/ reputed agency

Bidder should be of product OEM or Bidder has to submit MAF certificate in original (as per Annexure V) of OEM (for items to be procured) indicating support & services with the technical bid.	Authorization letter from OEM after issue of tender document.
The Bidder should be registered under GST	Copy of registration should be Submitted with the bid.
Bidder should not have been blacklisted / banned / declared ineligible / declared having dis satisfactory performance by government / quasi-government authority in India for supply of materials / carrying operations and maintenance work	An undertaking by an authorized signatory of the company needs to be submitted in this regard

- (i) The equipment should have not been announced by the principals as end of life product or obsolete for at least next 6 year.
- (ii) Bidder should arrange & submit letter from OEM on back to back support for the supplied MAF and EMD are not required in case if OEM is submitting their bid directly.
- (iii) Bidders, other than sole agents in India of the manufacturers, must submit a letter of authority from manufacturers that they have been authorized to quote on behalf of the manufacturer.
- (iv) The bidder is required to submit by way of a Demand Draft of any Nationalized Bank the following amount in favour of National Institute of Design, Andhra Pradesh as Earnest Money Deposit (EMD) along with their bid:

Sr. No.	Item for which bid is submitted	EMD Amount (Rs.)
1	SITC of IT Equipment's (Sh:- UPS and batteries)at NID AP	Rs 6,500/-

- (v) Bids submitted without E.M.D. will be rejected. Earnest Money Deposit (EMD) must accompany the technical bid physically submitted, as specified in this tender document.

23. Security Deposit

- (i) Prior to expiration of the period of Bid validity, NID Andhra Pradesh will notify the successful Bidder and issue a work order/ purchase order after which the bidder needs to submit the security deposit in the form of Bank Guarantee (BG)/ Demand Draft/ FDR within fifteen (15) working days of receipt of award. The Bank Guarantee/ Demand Draft/ FDR shall be equal to 5% of the value of contract. The Bank Guarantee shall be valid for a duration of completion period plus 60 days. Failure of the successful bidder to comply with the requirements of Security Deposit shall constitute sufficient grounds for cancellation of the award and forfeiture of the earnest money deposit.

- (i) The Bank Guarantee/ Demand Draft/ FDR will remain with NID AP for the period of completion of work and will be returned to the selected bidder after certification by IT Services- NID Andhra Pradesh. No interest will be payable on the security deposit.

- (ii) Upon the successful Bidder's furnishing of Performance Bank Guarantee/ Demand Draft/ FDR and signing of contractual documents, The EMD of all Bidders will be refunded within 10 days after placement of purchase order/ supply order.

- (iii) NID AP shall be at liberty to set off/adjust the proceeds of the Performance Bank Guarantee/ Demand Draft towards the loss, if any, sustained due to the Bidder's failure to complete its obligations under the contract. This is without prejudice to the NID AP's right to proceed against the Bidder in the event of the security being not enough to fully cover the loss/damage.

General Terms and Conditions:

24. Supply , Installation testing and s Commissioning

- (i) The Bidder shall be responsible for Shipment, delivery and installation of various IT Equipment at the site and for making it fully operational at no additional charges as follows:
 - (a) Shipment of various IT Equipment within 06 weeks from the date of Purchase Order.
 - (b) Installation of various IT Equipment within 02 weeks from the date of material received at NID AP campus.
- (ii) If the Bidder fails to ship and install the various IT Equipment within the stipulated time as mentioned in the schedule, NID AP reserves the right to claim the liquidated damages and cancel the purchase order.
- (iii) At the discretion of NID AP, there will be an acceptance test conducted by NID AP's technical team members and/or its nominated consultants after installation.

25. Order Cancellation

NID AP reserves its right to cancel the Purchase Order at any time by assigning appropriate reasons in the event of one or more of the following conditions:

- (i) Delay in delivery beyond the specified period for delivery.
- (ii) Delay in installation beyond specified period in the Tender.
- (iii) Serious discrepancy noticed during the inspection.

26. Acceptance Tests

- (i) At its discretion, NID AP will conduct acceptance test. The test will check for trouble-free operation of various IT equipment for two weeks in addition to physical verification and testing. There shall not be any additional charges payable by NID AP for carrying out this acceptance test.
- (ii) In the event of any errors and bugs detected during acceptance test, will result in corrective action required by the Bidder, the schedule for acceptance test will be agreed to a mutually convenient date at the cost and expenses of the Bidder.

27. Software & Accessories

The Bidder will supply all the original Bundled software & Accessories as applicable. If any software is found to be fake, the performance guarantee will be forfeited, Bidder will be blacklisted, and legal proceedings will be initiated by the Institute.

28. Scope of Work

- (i) The scope of work will cover supply and installation of IT Equipment at NID Andhra Pradesh with one -year OEM warranty.
- (ii) The Bidder should bid, supply and install all associated components that may be necessary to carry out the complete job.
- (iii) The Bidder is required to submit the complete documentation for solution and associated subscription components.

29. Warranty

- (i) The bid must include a minimum one-year comprehensive warranty including licensing if any as per tender specification Annexure II.
- (ii) The Bidder will re-install the software and replace the hardware supplied during the warranty period, in case of hardware failure, at no additional charge.
- (iii) The Bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship. Bidder must warrant all components, accessories, spare parts etc. against any manufacturing defects during the warranty period. During the warranty period, Bidder shall maintain and repair/replace at the site all defective components, at no charge to NID AP.

30. End-of-life / obsolete components

Bidders must bid the latest model that are not announced by the principals as end of life product or obsolete at the time of shipment.

31. Spare parts

If any of the components are not available during the warranty period, in such case Bidder must replace it with equivalent or higher capacity.

32. Support

Bidders are also required to submit details like address of the nearest support centre, detail support escalation matrix, number of service engineers available along with their names, telephone/mobile numbers, for warranty service etc.

33. Penalties

Delay in shipment, delivery and installation: NID AP will charge penalty @ 0.5 % of the total order value per week for the delay in shipment, delivery and installation of IT equipment at NID AP campus beyond 6 weeks from the date of purchase order, subject to a maximum 10% of the total order value.

After the maximum penalty value is reached, the order will be cancelled and NID AP will initiate Necessary action as per terms of the tender.

34. Termination

NID AP may at any time terminate the contract by giving written notice to the Bidder if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the NID AP .

35. Quality Standards

NID AP is looking for well proven / designed and quality product, which is used by a large number of users in India / abroad. All items quoted should be associated with specific model numbers and names and with literature. Any deviations from the specifications as given in **Annexure II** should be clearly listed in Annexure called “deviations” giving reasons thereof.

36. Subcontracts

The Bidder shall not assign to others, in whole or in part, their obligation to perform under the contract, except with the NID AP's prior written consent.

37. Indemnity

Bidder shall indemnify, protect and save NID AP against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the items supplied by Bidder.

38. Original Hardware and Software

- (i) Bidder should guarantee that all the components delivered to NID AP are genuine and brand new. In the case of software, the Bidder should guarantee that the software supplied to NID is licensed and legally obtained. All hardware and software must be supplied with their original and complete printed documentation.
- (ii) If any hardware and software is found to be fake, the performance guarantee will be forfeited, Bidder will be blacklisted and legal proceedings will be initiated by the Institute.

39. Force Majeure

- (i) Bidder shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the Bidder, i.e. Force Majeure.
- (ii) For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the Bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake, natural calamity and fire, events not foreseeable but does not include the Bidder's fault or negligence or carelessness on the part of the Bidder, resulting in such a situation.
- (iii) In the event of any such intervening Force Majeure, the Bidder shall notify NID AP in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by NID AP, the Bidder shall continue to perform/render/dischage other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.
- (iv) In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, NID AP and the Bidder shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding above, the decision of NID AP shall be final and binding on the Bidder.

40. Resolution of Disputes

All disputes and differences of any kind whatsoever, arising out of or in connection with this Bid or in the discharge of any obligation arising under this Bid (whether during the progress of the work or after completion of such work and whether before or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days' notice in writing to the other party clearly setting out there in the specific disputes. In the event of absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators, one to be nominated by each party, and the said arbitrators shall appoint a presiding arbitrator. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration. The venue of the arbitration shall be **Guntur (A.P.)**

41. Jurisdiction

In the event of any dispute not resolved amicably as enumerated in clause 18 above, **Guntur** shall be considered as the place of execution of this contract arrangement and only courts in **Guntur** alone shall have jurisdiction in the matter.

Annexure I – Technical Bid

1. Name & Postal address of Bidder:

Telephones Nos.:

Fax
Nos.

E-mail:

Mobile Nos.:

2. Name & address of Owners/ Partners/ Directors:

3. Nature of Firm/ Agency (Sole/ Partnership/ otherwise) :

4. GST Registration No. (Upload copy):

5. PAN No. (Upload copy):

6. Details of the turnover for the previous financial year **(indicate and enclosed audited document) :**

7. Enclose Supply orders/ Completion certificates as per details given in tender in support of experience for having undertaken a similar work in the last three years.

8. Has your organization been placed in defaulter category or debarred by any Govt. Department/ PSU/ Autonomous Body? -

9. Bank Details:

Check list to Technical Bid

S. No	Check List of Documents/ Undertakings	Yes/ No and Page No.	Remarks (Give reasons if answer is No)
1.	Is the demand draft/ banker's cheque towards EMD, Submitted to NID AP along with original bid?		
2.	Is copy of demand draft/ banker's cheque towards EMD, enclosed?		
3.	Is copy of GST No. certificate enclosed?		
4.	Is copy of PAN No. certificate enclosed?		
5.	Audited financial statements for the previous Financial year		
6.	Are copies of supply orders in support of experience for having undertaken similar works in the last three years enclosed?		
7.	Whether the Authorization letter from OEM (MAF as prescribed format at Annexure V) after issue of tender document enclosed?		
8.	Whether the Copy of valid registration proof as on date enclosed?		
9.	Whether the MSME/Start-up valid certificate for Tender fee and EMD Exemption enclosed?		
10.	Whether an undertaking against blacklisting by an authorized signatory of the company enclosed?		

Place:

Signature of the Proprietor/ Authorized Signatory

Date:

Rubber Seal indicating complete address

Technical Details and Specifications (ANNEXURE II)

Sr. No.	Name of Schedule	Quantity (Nos)
1	<p>SITC of 1 KVA UPS Capacity VA 1000va, Capacity Watts 600Watts, Nominal Input voltage 220vac - 240vac, Input voltage range for online operation 170vac - 294vac, Auto voltage regulation 182vac - 216vac +17% & 252vac - 282vac -17%, Interface USB/ Serial, Output sockets Minimum 4nos 6A 3pin Indian Sockets with battery backup and 2nos 6A 3pin Indian sockets for Surge protection, Power saver mode Should be available, Battery VAH Minimum 216vah, Software Auto Shutdown software should be available, Display OCD Display should show: Input Voltage, Output voltage, Auto voltage regulation, Buzzer mute, Load in Watts and %, Replace battery indication, Battery charge level, Online or battery. Overload, Extended battery backup Should be able to add battery bank at any point of time to increase the battery backup Warranty 2 years on UPS and batteries, Extended warranty Optional Extended warranty including battery should be available (make- APC/Luminous or equivalent)</p>	20
2	<p>SITC of 600 VA UPS Capacity VA 600va, Capacity Watts 360Watts, Nominal Input voltage 230vac, Input voltage range 145vac - 290vac, Output sockets Minimum 3nos 6A 3pin Indian Sockets with battery backup and surge protection, Battery saver mode Should be available, Battery VAH Minimum 84vah, Warranty 2 years on UPS and batteries, Extended warranty Optional extended warranty including battery should be available, Battery charge indication Should be available(make- APC/Luminous or equivalent)</p>	20
3	<p>SITC of approved make 12V 65 AH UPS battery (SMF) with at least 2 years warranty (Amaron or Exide)</p>	32
4	<p>For Buyback, please refer Schedule of Quantity</p>	Buyback items are mandatorily to be quoted by bidders failing which bids shall stand rejected

Note -The detailed technical specifications as given in Annexure II for the various Equipment are indicative major requirements. All necessary/required components to configure above must be included and mentioned in the bid to install various IT Equipment as per NID requirements.

Annexure III - Undertaking of Authenticity for Equipment

1. With reference to the Items being quoted to you vide our quotation No..... dated..... , we hereby undertake that all the components / parts / assembly / software used in the IT Equipment, shall be original new components / parts / assembly / software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly / software are being used or shall be used.
2. We also undertake that in respect of licensed operating system if asked for by you in the purchase order, the same shall be supplied along with the authorized license certificate [e.g. product keys on certification of authenticity in case of Microsoft Windows operating system] and also that it shall be sourced from the authorized source (e.g. authorized Microsoft channel in case of Microsoft operating system).
3. Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM suppliers at the time of delivery or within a reasonable time.
4. In case of default and we are unable to comply with above at the time of delivery or during installation for the IT hardware / software already billed, we agree to take back the Desktops, laptops and monitors without demur, if already supplied and return the money if any paid to us by you in this regard.
5. We.....
..... (Bidder name) also take full responsibility of both parts & service SLA as per the content even if there is any defect by our authorized service centre / reseller / SI etc.

Authorized Signatory

Name :

Designation :

Date :

Place :

Annexure IV - Covering letter format

Date _____

Bid Reference No.:

The SE(LBM)

National Institute of Design, Andhra Pradesh
EEE Building, Acharya Nagarjuna University,
Nagarjuna Nagar , Guntur - 522510, Andhra Pradesh

1. Having examined the Tender document including all annexures, the receipt of which is hereby duly acknowledged, we, the undersigned, bid to supply, deliver, commission hardware in conformity with the said Tender in accordance with the Schedule of Prices indicated in the Financial bid and made part of this bid.
2. If our bid is accepted, we undertake to commence delivery within 6 weeks and to complete installation and commissioning of all the equipment as specified in the Bid document within 8 week calculated from the date of receipt of your Notification of Award / Letter of Intent.
3. We agree to abide by this bid till 120 days from the date of opening of the technical bid by NID AP and our bid shall remain binding upon us and may be accepted by NID AP any time before the expiration of that period.
4. Until a formal contract is prepared and executed, this bid, together with NID AP's written acceptance thereof and NID AP's notification of award, shall constitute a binding contract between us.
5. We understand that NID AP is not bound to accept the lowest or any bid NID may receive without assigning any reason whatsoever.

Dated this _____ day of _____ 2020

Signature: _____ (in the Capacity of:) _____

Duly authorized to sign the bid for and on behalf of the bidder

Annexure V – Manufacturer’s Authorization Form (MAF)

Date:

SE (LBM)

National Institute of Design, Andhra Pradesh
EEE Building, Acharya Nagarjuna University,
Nagarjuna Nagar , Guntur - 522510, Andhra Pradesh

Sub: Authorization Letter for Bidding for the above tender

Dear Sir,

1. I/We (Manufacturer/ OEM) hereby certify that M/s (Bidder) is an authorised (Relationship) of Manufacturer/ OEM and the Firm is authorised to represent Manufacturer/ OEM in submitting their bid for (Product) and conclude the contract with you. We are confident of M/s (Bidder’s) ability to represent us and provide full support in making your project successful.
2. We hereby extend our full guarantee and warranty for the goods supplied by us and Confirm that the products quoted are not end of life products and we confirm that we would provide post warranty support including spares, patches for the quoted products available for next one year

Yours faithfully,

Authorized Signatory

This letter of authority should be on the letterhead of the manufacturer/ OEM and should be signed by a competent representative of the manufacturer/ OEM.

Annexure VI – Undertaking against Blacklisting

It is certified that my Firm/ Agency/ Company has never been **blacklisted** by any of the Departments/ Autonomous Institutions/ Universities/ Public Sector Undertakings of the Government of India or state Government and no criminal case is pending against the said Firm/ Agency/ Company as on _____.

Signature of the Bidder _____

Name of the Signatory _____

Name of the Firm/ Agency _____

Seal of the Firm/ Agency _____

Place: _____

Date: _____

