

**IFB NO: HLL/AFT-CMO/TDG/ODSH-II/UPS/2016-17, Dt. 01.12.2016**

**TENDER FOR SUPPLY OF 15 KVA ONLINE UPS FOR  
SNCU PROJECT AT ODISHA**

**IFB NO: HLL/AFT-CMO/TDG/ODSH-II/UPS/2016-17, Dt. 01.12.2016**



**HLL Lifecare Limited**

(A GOVT. OF INDIA ENTERPRISE)

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**SECTION I**

IFB NO: HLL/AFT-CMO/TDG/ODSH-II/UPS/2016-17, DT. 01.12.2016

**TENDER NOTICE**

HLL Lifecare Limited hereby invites sealed bids (**under Two Bid system**) from eligible bidders for the supply of Online UPS on Turnkey basis at Odisha.

EMD AMOUNT: **Rs. 5,500/-**

<b>S No.</b>	<b>Equipment Description</b>	<b>Qty</b>
1	<b>Online UPS (15 KVA)</b>	1

**A.INTRODUCTION**

**1. Eligible Bidders**

- 1.1 Only Primary manufacturers / authorized dealers are eligible to participate in the tender.
- 1.2 Bidders should not be associated with the purchaser for the preparation of the design, specifications, and other documents used for the procurement of the goods under this Invitation of Bids.
- 1.3 The bidder should have a **minimum 3 years' experience in the field of manufacture and/or supply of the UPS/Invertors.**
- 1.4 Bidder should have good financial background proven by balance sheet of three immediate previous financial years showing profit.

<b>Sl. No.</b>	<b>Minimum Eligibility criteria</b>	<b>Narrations Other than Tender No.</b>
1	Experience	Should have a minimum of 3 years' experience in dealing UPS/Invertors. The bidder should have supplied, installed and commissioned atleast 2 UPS/Invertors in each year for past 3 years.

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2	Licenses/Registrations for undertaking, supply and installation contracts	Primary manufactures who participate in the tender must produce their valid manufacturing license. 1) Tenderers, other than manufacturers, who participate in this tender must produce the followings: a) An authorization letter from Manufacturer's / authorized distributors to participate in this tender. b) Manufacturer's manufacturing license / Distributor appointment letter to do the business in TamilnaduState. 3. Item wise Technical compliance sheet to match the technical specification prescribed in this tender.
3	Quality Certifications	Should have necessary valid Quality/System Certifications like ISO, CE, FDA etc) as applicable – to match technical specifications/ requirements item wise as in the tender.
4	Good financial capability necessary to perform the Contract	1) Annual Turnover Statement preceding last 3 years (Certified by the Chartered accountant). <b>The turnover should be atleast Rs. 15 Lakhs in any one of the last 3 financial years.</b>

**2. (a) LAST DATE AND TIME FOR RECEIPT OF BIDS IS 08.12.2016 AT 14.00 HRS**

**(b) TIME AND DATE OF OPENING OF BIDS IS 08.12.2016 AT 15.00 HRS**

**B. THE BIDDING DOCUMENTS**

**3. Contents of Bidding Documents**

- 3.1 The goods required, bidding procedures and contract terms are prescribed in the Bidding documents.
- 3.2 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 its bid.

**4. Clarification of Bidding Documents**

- 4.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser in writing at the Purchaser's mailing address indicated in the Invitation for Bids. The Purchaser will respond in writing to any request for clarification of the Bidding Documents which it receives not later than 3 days prior to the deadline for submission of bids prescribed by the Purchaser. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of enquiry) will be sent to all prospective Bidders who have received the bidding documents.

## 5. Amendment of Bidding Documents

- 5.1 At any time prior to the deadline 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 an amendment.

## C. PREPARATION OF BIDS

### 6. Language of Bid

- 6.1 The Bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the English language. Supporting documents and printed literature furnished by the Bidder may be written in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the English translation shall govern

### 7. Documents Comprising the Bid

Following documents and forms are to be comprised

- a) Tender Fee : DD for Rs. **525.00** (inclusive of tax) drawn in favour of HLL Lifecare Limited payable at Trivandrum is to be attached towards tender fee.
- b) EMD / Bid Security for **Rs. 5,500/-** in form of DD, drawn in favor of HLL Lifecare Limited, payable at Trivandrum. The EMD / Bid Security shall be refunded to the non-responsive bidders within 60 days from the date of opening of Bid. The Tender received without EMD will be rejected.
- c) The technical specifications enclosed along with the bid document shall be confirmed by signature of the bidder/authorized signatory of the bidding firm, in all pages and authorized by official seal. The information shall be filled, wherever necessary as per the instructions given.
- d) Duly attested copies of quality certificates for the products, quality system certifications as specified in technical specification. Item wise **Product catalogue/Detailed printed literature to prove the technical specification along with COMPLIANCE SHEET confirming to technical specification should be attached with offer.**
- e) Copy of Annual Turnover for the last 3 financial years, duly certified by a chartered accountant
- f) Performa for equipment and tenderer details, duly filled as per section II
- k) Duly filled Check list as per section VIII
- l) Duly filled Bid Form and price schedule in separate sealed envelop

## **8. Bid Prices**

- 8.1 The Bidder shall indicate in the Price Schedule, the Unit Prices and Total Prices of the equipments it proposes to supply under the Contract.
- 8.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:
- (i) The price of the goods, quoted ex-factory/ex-show-room/ex-warehouse, or off-the-shelf, or delivered, as applicable, including all duties and sales tax and other taxes already paid or payable:
    - (a) On components and raw material used in the manufacture or assembly of the goods quoted ex-factory; or
    - (b) On the previously imported goods of foreign origin quoted ex-showroom, ex-warehouse or off-the-shelf.
  - (ii) charges for inland transportation, insurance and other local costs incidental to delivery of the goods to the final destination;
- 8.3 The Bidders separation of the price components in accordance with ITB Clause 8.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.
- 8.4 Fixed price: Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 8.5 **The Price schedule shall be kept in separate sealed envelopes.**

## **9. Bid Currencies**

- 9.1 Prices shall be quoted in Indian Rupees.

## **10. Documents establishing bidder's eligibility and qualifications**

- 10.1 Pursuant to ITB Clause 7, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

## **11. Period of Validity of Bids**

- 11.1 Price Bid shall be valid **for 180 days from the date of opening of Price Bid**
- 11.2 In exceptional circumstances, the Purchaser may solicit the bidders consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

## **12. Format and Signing of Bid**

12.1 The bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person(s) duly authorized to bind the Bidder to the Contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for unamended printed literature, shall be initialed by the person(s) signing the bid.

**12.2 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.**

## **D. SUBMISSION OF BIDS**

### **13. Sealing and Marking of bids**

**Separate bids shall be submitted for price bid and technical bids.**

13.1 The bidders shall seal **Technical bid** and **Price bid** in separate covers duly marking the envelopes as **“TECHNICAL BID” - cover “A”** and **“PRICE BID” - cover “B”**. The Bidders shall then place both the envelopes (cover “A” & cover “B”) in an outer envelope. The name of the product for which the bid is made must be marked on both the inner envelopes and the outer envelope.

13.2 The inner and outer envelopes shall be addressed to the Purchaser at the following address:

**Joint General Manager (Materials)**  
**HLL Lifecare Limited,**  
**Akkulam Factory, Sreekaryam P.O. ,**  
**Thiruvananthapuram -17**  
**Phone 0471 2445930 / 2445935**

- (a) The outer & inner envelope shall bear the Invitation for bids (IFB) number, and a statement: **SUPPLY OF 10 KVA ONLINE UPS TO SNCU PROJECT AT ODISHA –** and also **“DO NOT OPEN BEFORE 15.00Hrs. ON 08.12.2016**
- (b) The inner envelope shall also indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late/disqualified”.
- (c) If the inner and outer envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the bid’s misplacement or premature opening.
- (d) Bids must be received by the Purchaser at the address specified not later than the date and time specified in the Invitation For Bid. In the event of the specified date for the submission of bids, being declared a holiday for the Purchaser, the bids will be received up to the appointed time on the next working day.

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- (e) The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

**14. LATE BIDS**

- 14.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, will be rejected and returned unopened to the bidder.

**15. MODIFICATION AND WITHDRAWAL OF BIDS**

- 15.1 The bidder may modify or withdraw its bid after the bid submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.
- 15.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITB Clause 13. A withdrawal notice may also be sent by telex or cable or fax, but followed by a signed confirmation copy, post-marked not later than the deadline for submission of bids.
- 15.3 No bid may be modified subsequent to the deadline for submission of bids.
- 15.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder in the Bid Document.

**E. BID OPENING AND EVALUATION**

**16. Opening of Bids by Purchaser**

- 16.1 The Purchaser will open all technical bids (Cover A), in the presence of bidder's representatives who choose to attend, at 15.00Hrs on 08.12.2016 at the following location:

**HLL Lifecare Limited,  
Akkulam Factory, Sreekaryam P.O. ,  
Thiruvananthapuram -17  
Phone 0471 2445930 / 2445935**

- 16.2 The bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids shall be opened at the appointed time and location on the next working day.
- 16.3 The bidder's names, modifications, bid withdrawals and the presence or absence of the requisite documents and such other details as the Purchaser, at its discretion, may consider appropriate will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the bidder pursuant to ITB Clause 14.

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- 16.4 The “Price Bid” (Cover B) will be opened after evaluation of “Technical bids” and the date and time will be intimated to bidders whose bids are qualified and responsive.
- 16.5 The purchaser will scrutinize the technical bid for compliance to the specifications and documentation requirement as per the bid document. Purchaser may depute its competent officers to the premises of the bidder qualified on the basis of technical scrutiny, for on-site evaluation of the claims made in the technical bid, if deemed appropriate on purchaser’s sole discretion. The bidders will be short-listed on the basis of responsiveness of technical bid as well as report of on-site technical evaluation. The price bid of the bidders who are disqualified at the technical scrutiny and on-site evaluation will be returned un-opened. The on-site evaluation may include the inspection of the specimen sample of the equipment. The short listed bidders will be informed about the time, date and venue of the price bid opening. The successful bidder shall be identified on the basis of lowest evaluated substantially responsive bid.

**17. CLARIFICATION OF BIDS**

- 17.1 During evaluation of bids, the Purchaser 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.

**18. PURCHASER’S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

- 18.1 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, without thereby incurring any liability to the affected bidder or bidders.

**19 PRELIMINARY EXAMINATION**

- 19.1 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.
- 19.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the bidder does not accept the correction of the errors, its bid will be rejected.
- 19.3 The Purchaser may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any bidder.
- 19.4 Prior to the detailed evaluation, pursuant to Clause ITB 16, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses a substantially responsive bid is one which conforms to all the terms and

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conditions of the bidding documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Warranty, Force Majeure, Applicable law and Taxes and Duties will be deemed to be material deviation. 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.

- 19.5 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 non-conformity.

**20. EVALUATION AND COMPARISON OF BIDS**

20.1 The Purchaser will evaluate and compare bids previously determined to be substantially responsive.

20.2 The purchaser's evaluation of a bid will take into account the bid price including all costs as well as duties and taxes paid or payable and price of incidental services, if any, in the manner and to the extent and in the technical specifications:

- i. cost of transportation, insurance and other costs incidental to the delivery of goods; to Govt. Hospital, Sisubhavan, Cuttack, Odisha and installation and handing over the same to the Purchaser.
- ii. Deleted

20.3 The following evaluation methods will be applied:

(a) transportation, from factory, insurance and incidentals.

(i) transportation, insurance and other incidentals, for delivery of goods to Govt. Hospital, Sisubhavan, Cuttack, Odisha . The above costs will also be considered in the bid price.

(b) Spare parts and after sales service facilities:

The cost of the Purchaser of establishing the minimum service facilities and parts inventories, as outlined elsewhere in the bid invitation, if quoted separately, shall be added to the bid price.

**21. CONTACTING THE PURCHASER**

21.1 No bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the purchaser it should do so in writing.

21.2 Any effort by a bidder to influence the purchaser in its decisions on bid evaluation, bid comparison, or selection may result in the rejection of the bidders bid.

**22. INSPECTION AND TESTS**

22.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods

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to confirm their conformity to the Contract at no extra cost of the Purchaser. The Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing of the identity of any representatives retained for these purposes.

- 22.2 The inspections and test may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. Where conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.
- 22.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject them and the Supplier shall either replace the rejected Goods or make all alternations necessary to meet specification requirements free of cost to the Purchaser.
- 22.4 The Purchasers right to inspect, test and, where necessary, reject the Goods' arrival in at site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods dispatched.

**F. AWARD OF CONTRACT**

**23. AWARD CRITERIA**

- 23.1 The Purchaser will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

**24. PERFORMANCE SECURITY**

24. 1. Within thirty (30) days from date of the issue of notification of award by the Purchaser, the supplier, shall furnish Performance Security to the Purchaser for an amount equal to TEN percent (10%) of the total value of the contract, valid up to 60 days after the date of completion of 1 year warranty period / all contractual obligations by the supplier, including the warranty obligations, initially valid for a total period of minimum 14 months from the date of Notification of Award.
- 24.2 The Performance security shall be denominated in Indian Rupees.
- a) It shall be in any one of the forms namely Account Payee Demand Draft drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form in favour of the Purchaser. The validity of Bank Guarantee will be for a period up to sixty (60) days beyond 1 year Warranty Period from the date of installation.

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- 24.3 The successful tenderer must furnish to the purchaser the required Performance Security within Thirty days from the date of dispatch of the notification of award, failing which the EMD will be forfeited and the award will be cancelled.

**25. PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD**

- 25.1 The Purchaser reserves the right at the time of award of contract to increase or decrease the quantity of goods and services originally specified in the bid document without any change in unit price or other terms and conditions within the bid validity period.
- 25.2 The **quantity mentioned herein are present requirement** and in case more or less quantity is required, the suppliers should be prepared to effect supply at short notice on the same terms and conditions.

**26 PACKING**

- 26.1 The packing, marking and documentation within and outside the packages shall be done at responsibility and cost of tenderer.

**27 DELIVERY AND DOCUMENTS**

- 27.1 **Details of destination and Quantity:** The above mentioned quantity to Govt. Hospital, Sisubhavan, Cuttack, Odisha . Delivery of the equipment shall be made by the Supplier in accordance with the terms specified in the purchase order by the Purchaser. The documents like warranty certificate, equipment manual, test certificate and also other documents, as applicable, have to be furnished by the supplier as specified in the purchase order, along with each dispatch.

**28. DELAYS IN DELIVERY OF GOODS**

- 28.1 Delivery of the Goods shall be made by the Supplier within 30 days from the date of placing the Letter of indent/Purchase Order. If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods , the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without penalty.
- 28.2 A delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to agreement/purchase order, unless an extension of time is agreed upon pursuant to agreement/purchase order without the application of liquidated damages.
- 28.3 If the Supplier fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Purchase Order, the purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified in the purchase order/tender.

## 29. WARRANTY

- 29.1 This warranty shall remain valid for **One year** after goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract.
- 29.2 Any major repair pointed out by the Purchaser within the warranty period shall be rectified by the Supplier from the date of intimation within a period of 3 calendar days and commission the equipment to the satisfaction of the Purchaser. Failing which the Purchaser has the right to levy penalty on the Supplier per day or part thereof for each equipment until the equipments are repaired and commissioned to the satisfaction of the Purchaser.

## 30. Comprehensive Maintenance Contract (CMC)

- a) The Comprehensive maintenance charges, as applicable to the item/equipment, for a period of 5 years after the expiry of free maintenance period, clearly indicating year wise comprehensive maintenance charges.
- b. The CMC shall be quoted by the bidder as prescribed in the Section VII. The CMC period shall be for 5 years after completion of 1 year Warranty Period. The applicable taxes shall be indicated separately. The CMC rates without indication of taxes will be considered as inclusive during evaluation.
- c. Within 7 days from the date of receipt of CAMC order, you shall arrange to furnish a performance security for 5% of the CAMC value per annum in the form of Demand Draft or Bank Guarantee in the prescribed form. This performance security amount towards CAMC shall be renewed every year till the completion of CAMC period.
- d. It shall be in any one of the forms namely Account Payee Demand Draft drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form in favour of the Purchaser.
- e. During the CMC period, **2 preventive maintenance** has to be carried out by the firm in a year, i.e one preventive maintenance in every 6 months. The minimum gap between any two preventive Maintenance should be atleast 150 to 180 days.
- f. The firm should also attend any number of breakdown calls as and when required. All breakdown calls shall be attended to immediately not later than 8 hours of call and all major repairs shall be rectified within 3 calendar days from the date of intimation.
- g. For the equipment, periodical preventive maintenance and breakdown calls including replacement of defective spares shall be attended by you at free of cost to maintain the 95% uptime guarantee and the maximum time permitted for restoration, during the warranty period and CMC period.

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- h. In the event of the downtime exceeding the prescribed maximum period, the warranty period will be accordingly extended and the effective date of commencement CMC will be shifted accordingly.
- i. The bidder should ensure availability of spares for the period of atleast 8 years from the date of installation of equipment.

**31. PAYMENT TERMS**

- 31.1 The Price of the Goods quoted shall be inclusive of Cost, insurance, freight unless otherwise specified in the purchase order.
- 31.2 50 % payment shall be made within 30 days from the receipt and acceptance of goods at the warehouse at: at designated delivery destination.
- 31.3 40 % payment shall be paid against submission of necessary documents for installation certified by Hospital Authorities/ Regional Manager & State Incharge from HLL.
- 31.4 Balance 10% of the invoice value shall be paid on submission of performance security for the 10% of the total order value and on receipt of Final Acceptance Certificate issued by the Hospital Authorities/ Regional Manager & State Incharge from HLL.
- 31.5 Test Reports (wherever applicable) are to be forwarded along with the original invoices.
- 31.6 Payment for Annual Comprehensive Maintenance Contract Charges:

The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by the respective Hospital authorities.

**32. PATENT RIGHTS**

- 32.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

**33. INCIDENTAL SERVICES**

- 33.1 The supplier may be required to provide any or all of the following services, including additional services, if any, as specified.
  - (a) Performance or supervision of the on-site assembly and/or start-up of the supplied goods
  - (b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
  - (c) Furnishing of detailed operations and maintenance manual for each product
  - (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
  - (e) Training of the Purchaser's Personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.

**34. CHANGE ORDERS**

- 34.1 The Purchaser may at any time by written order given to the Supplier, make changes within the general scope of the Contract.
- 34.2 If any such changes cause an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

**35. CONTRACT AMENDMENTS**

- 35.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**36. ASSIGNMENT**

- 36.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the Purchaser's prior written consent.

**37. LIQUIDATED DAMAGES**

- 37.1 If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified if any. Once the maximum is reached, the Purchaser may consider termination of the Contract.
- 37.2 **Penalty** : At the rate of 0.5% per week as per the various terms and conditions of this contract subject to a maximum of 10% of the total contract value, for delay beyond the agreed period.

**38. TERMINATION BY DEFAULT**

- 38.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the Contract in whole or part;
  - (a) if the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, or within any extension thereof granted by the Purchaser, or
  - (b) if the Supplier fails to perform any other obligation(s) under the contract.
- 38.2 In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser

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for any excess costs for such similar Goods. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

**39 FORCE MAJEURE**

39.1 For purposes of this Clause “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

39.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**40. TERMINATION FOR INSOLVENCY**

40.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

**41. RESOLUTION OF DISPUTES**

41.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

41.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms. These mechanisms may include, but or not limited to, conciliation mediated by a third Party, adjudication in an agreed national forum, and national arbitration.

41.3 The jurisdiction of any disputes, suits and proceeding arising out of the tender shall be only in the court of Thiruvananthapuram.

**Joint General Manager (Materials)**  
**HLL Lifecare Limited,**  
**Akkulam Factory, Sreekaryam P.O. ,**  
**Thiruvananthapuram -17**  
**Phone 0471 2445930 / 2445935**

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**SECTION II**

**PROFORMA FOR EQUIPMENT AND QUALITY CONTROL EMPLOYED BY THE  
MANUFACTURER**

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**(Please attach detailed proforma incorporating the information given below)**

BID NO.....

DATE OF OPENING.....

NAME OF THE BIDDER:.....

**1. Name & Full address of the Manufacturer:**

(a) PAN No

(b). ECC Code

( c) IEC if applicable

(d) CST No

(e) TIN No

(f) Any other details

2. (a) Telephone No.

Office/Factory/Works

(b) Fax No.

Office/Factory/Works

(c) e-mail address

3. Location of the manufacturing factory/show room

4. Whether Goods are tested to any standard specification? If so, copies of specifications & original test certificates should be submitted.

**PLACE:**

**DATE:**

**NAME AND SIGNATURE OF THE TENDERER  
(WITH OFFICE SEAL)**

**SECTION III  
TECHNICAL SPECIFICATIONS**

**1. ONLINE UPS SYSTEM WITH BATTERY**

<b>INPUT</b>	
Nominal voltage	400V AC 3PHASE
voltage range	(+)/-20%
Input frequency	50Hz to 60Hz
frequency range	45Hz to 65Hz
SOFT start	0-100% in 10"
power factor	0.9
harmonic distortion (THDi)	<30%
max input current with battery charging (A)	18
power walk in	progressive in 10 secs
<b>BY PASS</b>	
Rated voltage(V)	230 v ac single phase
voltage range	(+)/- 15%(configurable via control panel(+)/-10% to (+)/-20%
Rated frequency	50/60HZ(auto sensing)
permitted frequency range	(+)/-2%(selectable from +/-1% to +/-5% from front panel)
transfer time inverter to by pass	0 Ms
transfer time by pass to inverter	from 2 to 5 ms
standard features	back feed protection, separate bypass line
manual by pass	Inbuilt
<b>BATTERIES</b>	
battery type	sealed lead acid maintenance free
DC BUS VOLTAGE	384V
DC Ripple	<1%
max output voltage Vdc	460
cut off volt at 1.75	336
max charging current at full load	2
<b>Battery make</b>	Exide / Quanta
<b>Battery Min. VAH for 1 Hr backup on 100% load</b>	24900VAH or above
<b>INVERTER OUTPUT</b>	
Rated apparent power(kva)	15
Rated active power	12

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output power factor	0.8PF(0.9 to unity available optionally)
no of phases	single phase +N
voltage	220v/230v/240v AC(Selectable)
regulation of output voltage	(+)/-1%
Crest factor(I <sub>peak</sub> /I <sub>rms</sub> )	03:01
frequency(synchronised range)	46Hz to 54Hz
output wave form	pure sine wave
V THD	<2%(linearload), <3%(non linear load)
Dynamic stability	(+)/- 5% in 5ms
frequency	50/60Hz configurable
frequency stability	(+)/-2% on mains failure with mains supply present(selectable from +/-1% to +/-5%)
Inverter over load capacity	110%1hr,125%10min,150%1min (transfer to bypass mode)
short circuit	2 time line current for 0.1sec
operation mode	economy, smart active
efficiency(AC-AC)	>92% to >94%
transfer time	0ms(normal mode to battery mode, < 4ms (normal mode to bypass mode)
environmental	
weight(kg)	200
dimension(HWD)(mm)	1200 x 555 x 720
remote signalling	volt free contacts
emergency controls	EPO AND BY- PASS
cooling	forced ventilation varying with load and ambient temperature
operating temperature	0 to 50deg C
storage temperature	(-)20deg C TO 70 deg C for UPS, 20 - 30 deg C for batteries
relative humidity	<95% non condensing
noise level	<54dBA @ 1 m
protection rating	IP 20 (other Ingress standards available optionally)
<b>COMMUNICATION INTERFACE</b>	RS 232 /RS485 port for software interface with volt free contact, input signals (by pass and isolated emergency power off remote contacts.) SNMP,RJ 45
compliance standards	safety EN62040-1-1, EN 62040-1-2, EN62040-03 (VFI-SS-111), EN50091-2, IEC62040-2, E N60950

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indications	Main on, charger on, inverter on, battery low, inverter over load, inverter trip.
fault indication	main failure, by-pass failure, battery low volt, over load, system/battery over temperature, fan failure
LCD display measurement commands,	output volt, bypass volt, ip/op frequency, ip/op current, OP power, OP peak current, battery volt, battery charge & discharge currents, Ts,Tr, Ti Temperature, no of hr operated through (inverter/bypass/battery modes), no of battery discharge, first date of activation dc voltage inverter input, ac voltage inverter output battery test, display contrast
Audiable alarm	main failure, bypass failure, battery low volt, over load
Alarm messages	main failure, bypass failure, battery low volt, SWB open, bypass for output VA < auto off value, transitory bypass, bypass for over load on output, faulty input phase sequence, manual by pass open, active/disabled shutdown command, remote shut down command, changed memory, overl load, sytem/battery over temperature or fan failure, battery test failed, fault fuse, fault on parallel connection low volt, internal fault(inverter, rectifier, SCR fault, short circuit, control card fault, battery contactor fault)
protection	advanced electronic protection for device safety backed with input under voltage and over voltage, battery low voltage, output short circuit, output under /over voltage, output over load. over temperature, DC over current protection, Battery low shut down to avoid deep discharge of the batteries, MCB input side
isolation	inbuilt Galvanic isolation at output side
event log	alarm messages stored in the memory with alarm codes, no of events stored in the memory with date when the event occurred, the event log also stores all of the measurements that were present during the event. The event log provides with <b>128 signals</b>
short circuit	phase to phase :2 time line current for 0.1 sec, phase to neutral : 2.5 times line current for 0.1 sec
Max Leakage current	<b>300mA</b>

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## **SECTION IV**

**HLL Lifecare Limited,  
Akkulam Factory, Sreekaryam P.O. ,  
Thiruvananthapuram -17**

**IFB NO: HLL/AFT-CMO/TDG/ODSH-II/UPS/2016-17, Dt. 01.12.2016**

### **INDEMINITY CLAUSE**

If the supplier fails to execute the order within the time prescribed for the delivery of goods ordered or violates or infringes the existing rates as agreed to as mentioned in the supply order, the supplier shall and will indemnify the company against all losses or damages whatsoever to be incurred or sustained including the legal cost or expenses incurred by the company by reason of non-delivery of goods at agreed quantity and rate within the time specified in the supply order. The company will initiate legal action if the supplier fails to execute the supply order as per the schedule in the supply order for the actual loss suffered. No quantity tolerance will be permitted in this regard unless otherwise prior approval is taken by the company before dispatching any excess quantity supplied which shall be returned back on freight to pay basis at the risk of the supplier. Responsiveness of the Bid shall be at the discretion of HLL.

The supplier shall have no right to change the quantity stipulated in the supply order.

Bid pronounced Non Responsive by HLL shall be summarily rejected.

The decision of HLL will be final and no correspondence of this shall be entertained.

We have read and understood the above conditions and agree to abide by the same.

**PLACE:  
DATE:**

**NAME AND SIGNATURE OF THE TENDERER  
(WITH OFFICE SEAL)**

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**SECTION V**

**HLL Lifecare Limited,  
Akkulam Factory, Sreekaryam P.O. ,  
Thiruvananthapuram -17**

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**DECLARATION**

I / WE, The Bidder undertake, we shall execute, within the purview of the contract, all the activities includes; transportation, loading, unloading and other technical work for the installation of the equipment at the designated site as per the contract / purchase order, at Odisha.

We confirm having read and understood all the specifications, instructions, forms, terms and conditions and other requirements of the above tender (both expressed and implied) in full and that we agree to abide by all without any deviation.

**SEAL OF THE TENDERER  
SIGNATURE**

**NAME AND ADDRESS OF TENDERER**

**IFB NO: HLL/AFT-CMO/TDG/ODSH-II/UPS/2016-17, Dt. 01.12.2016**

**PRICE SCHEDULE SECTION VI**

S. No.	Item Description	Qty	Brand/Model	Manufacturer	Ex-factory price <b>(Basic Unit Price</b> exclusive of all levies & charges)	Excise Duty		Sales Tax		Freight & Insurance		Unit Price inclusive of all levies & charges (ColumnNo. e+g+i+k) in Rs	Total Price (c x m)
						%	Amt.	%	Amt.	<b>FOR Delivery destination Odisha</b>			
										%	Amt.		
a	b	c	D	e	f	g	h	i	j	k	L	m	n
1	Online UPS (15KVA)	1											

**Total amount in words:** \_\_\_\_\_

**Delivery schedule : strictly within 30 days from the date of release of LOI/PO**

NOTE: 1) The columns may be filled as is applicable in each case.

2) **Product catalogue along WITH COMPLIANCE SHEET confirming to technical specification should be attached with offer.**

3) **List of optional accessories/ spares with rate, to be attached to price bid as separate sheet**

4) **The bidder has to quote for all the items indicated above, if any item is not quoted then their bid is treated as non responsive**

**Seal and Signature of the bidder**

**CMC Price Schedule (SECTION VII)**

S. No.	Item Description	Qty	1 <sup>st</sup> year		2 <sup>nd</sup> year		3 <sup>rd</sup> year		4 <sup>th</sup> year		5 <sup>th</sup> year	
			Rate/unit In Rs.	Total rate in Rs.	Rate/unit In Rs.	Total rate in Rs.	Rate/unit In Rs.	Total rate in Rs.	Rate/unit In Rs.	Total rate in Rs.	Rate/unit In Rs.	Total rate in Rs.
1	Online UPS (15KVA) with all accessories	1										

Taxes: \_\_\_\_\_

**Scope of Contract:** **No of Visit during the CMC period) Preventive maintenance visit: 2/year. b) Break down maintenance visit: any number as required.** “CMC” Comprehensive maintenance Contract includes; 1 labors, spare and preventive & break down maintenance.

Note: The applicable taxes should be indicated separately with percentage and amount.

The bids received without indication of service tax will be treated as inclusive.

The bidder should quote CAMC for all the items specified above, if any item the CAMC rate is not quoted then it will be considered as free of cost  
The above rates are applicable after successful completion of 1 year warranty period from date of installation) for 5 years.

**Seal and Signature of the bidder**

SECTION VIII

CHECK LIST

Sl. No.	Documents	Page No.	Remarks
1	Tender Fee in the form of DD drawn in favor of HLL Lifecare Limited, Payable at Trivandrum		
2	EMD in the form of DD drawn in favor of HLL Lifecare Limited, Payable at Trivandrum / Bank Guarantee		
3	Duly filled proforma showing details of Equipment and Quality Control employed by the manufacturer as per section II		
4	An authorization letter from Manufacturer's / authorized distributors to participate in this tender.		
5	Product brochure literature, write up etc.		
6	Item-by-item compliance statement on the Purchaser's Technical Specifications with statement of deviations and exceptions, if any, to the provisions of the Technical Specifications		
7	The letter of authorization indicated by written power-of-attorney		
8	Annual turnover statement for last 3 years certified by the Auditor		
9	Indemnity clause as per SECTION IV		
10	Declaration as per SECTION V		