

THE INSTITUTE OF MATHEMATICAL SCIENCES
(An autonomous institution under the Dept. of Atomic Energy, Govt. of India)
TARAMANI, CHENNAI - 113

NOTICE INVITING e - TENDER FOR TWO PART TENDER

On line e - tenders in two parts are invited for Supply and Installation of SMF Batteries for 1 x 80 KVA and 1 x 20 KVA UPS (II) systems installed at new Institute building, IMSc, Chennai-113 at an estimated to cost of Rs 12.75 lakh and is to be completed within 45 days under buy back scheme. Only those firms who fulfill the following qualification criteria are eligible to participate in this tender:

1. Minimum 5 years experience in the field of supply and fixing of SMF Batteries.
2. Tenderer should be Manufacturer / authorized vendors / authorized by the distributor and they have complete to the project by supply and installation of minimum 12V, 100 AH, SMF batteries in a single system UPS machine 1/2 hr back up time with adequate AH batteries with 2 years warranty provision.
3. Tenderer should have carried out minimum two works of Supply and Installation of SMF Batteries for UPS last 4 years.
4. Tenderer should have their own office / service center in Chennai.

NIT NO : IMSc / ELEC - e-TR- 01 / 2024

Name of work	Supply and Installation of SMF Batteries for 1 x 80 KVA and 1 x 20 KVA UPS (II) systems installed at New Institute Building, IMSc, Chennai-113
Estimated Cost	Rs. 12,75,533/-
Time of completion	45 DAYS
Earnest Money Deposit	Rs.25,511 /- (Rupees Twenty five thousand five hundred and eleven only) shall be in the form of Demand Draft from any of the Scheduled Bank drawn in the name of “ Institute of Mathematical Sciences” payable at Chennai and this scanned copy to be uploaded. (Original to be handed over to IMSc during verification period)
Security Deposit	5 % of tendered value
Tender processing fee	Nil
<i>Date / Period of availability of tender document for view and download</i>	From 12.02.2024 (17:00 Hours) to 23.02.2024 (17:00) on website https://www.eprocure.gov.in/eprocure/app.
Please note that the tender will be available for download between the dates as prescribed above. Agencies interested in participating must register in the web portal and pay the prescribed registration charges as per requirements, should pay tender processing fee , for the prescribed amount all within the dates prescribed above. Only agencies who have registered in the above mentioned webportal can participate in this e-tender. Detailed NIT is also available on website https://www.imsc.res.in/tenders for view only.	

Purchase of tender documents in Excel Format for participation in tendering	Login in the Home page of the website https://eprocure.gov.in/eprocure/app with your User ID /Password and Class III Digital SignatureCertificate.
Last date & Time of pre bid clarification if any	Upto 14:00 Hours on 15.02.2024
Last date and time of closing of on line submission of tenders	23.02.2024 at 17.00 hrs.
Date and Time of on line opening of Technical Bid	26.02.2024 at 15.30 hrs.
Period of verification of credentials forevaluation.	26/02/2024 to 29/02/2024 <i>Note: Original documents substantiating the eligibility criteria all mentioned should be produced at the office of Scientific Officer 'F' (Electrical) , IMSc, Chennai -113 for verification during the above period.</i>
Date of opening of Financial Bid of qualified bidders	Date and time will be notified later
MSME Exemption is applicable, Firms which are specifically registered for the required items with DGS&D or with NSIC/MSME. Copy of valid registration must be uploaded in place of EMD document.	

1 TENDERS NOT ACCOMPANYING THE FOLLOWING ARE LIABLE TO BE SUMMARILYREJECTED. JOINT VENTURES ARE NOT ACCEPTED.

1.a.1 Proof of registration / authorization with experience in execution of similar works. Scanned copy shall be uploaded.

1.a.2 Similar works shall mean tenderer who have successfully executed “ Completion of 12V, 100 AH, SMF batteries in a single system UPS machine.

Note:

1. b. 1 Eligible similar nature of works should have been executed in India only.
1. b. 2 In case of the work done under private sector, the completion certificate shall be supported with the copies of TDS certificates.

1.c Should have an average annual financial turnover on works Contract should be at 100% of the estimated cost during the last available three consecutive financial years (FY ending 2023) certified by Chartered Accountant to be uploaded. Should not have incurred any loss (Profit after tax should be positive) for more than two years during the last available five years (FY ending 31/03/2023).

List of projects completed shall be uploaded as per proforma specified in Form – B.

Details regarding structure and organization of the firm shall be uploaded as per proforma specified in Form – D.

PAN and GSTIN Certificate in the latest approved form.

1.d Certificate (Scanned copy of original certificates to be uploaded)

- i) Performance Certificates for completed works
- ii) GST registration certificate
- iii) PAN (Permanent Account Number) Registration
- iv) Registration certificate in CPWD / State PWD / MES if any
- v) Form A,B,C & D

1.e Undertaking / Declaration (ABCD) by the contractor to be uploaded in their letter head. (Scanned copy to be uploaded at the time of submission of Bid and originals shall be submitted during the period of verification of credentials including EMD original).

2 Information and instructions for tenderer posted on website shall form part of tender document for e-tendering mode.

3 The tender document consisting of Notice Inviting Tender, Scope of Work, General Rules and Directions, Schedule of Quantities to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website **<https://www.eprocure.gov.in/eprocure/app>**. free ofcost for e-tendering mode.

4 The bid can only be submitted after uploading the mandatory scanned documents of EMD and other documents.

5 Those contractors / Vendors not registered on the website **<https://www.eprocure.gov.in/eprocure/app>**. are required to get registered for e-tendering mode. Registered contractors / Vendors only can download & submit / upload the tenders.

6. The intending bidder must have valid class – III digital signature to submit the bid for e-tendering mode.

7. On opening date, the contractor can login and see the bid opening process for e-tendering mode.

8. Tenderer must ensure to quote their rate for each items in words and numerical. If any BOQ cell is left blank and no rate is quoted by the bidder, the rate of such item shall be treated as “0” (ZERO) and this item should be executed by the Contractor with zero cost.

9 The Institute reserves the right to accept / reject any prospective application without assigning any reason thereof.

10 Short listing of agencies shall be subject to thorough verification of their credentials and inspection of works carried out by them, through a Technical Screening cum Evaluation Committee of experts, constituted by IMSc.

11 If any information furnished by the applicant is found to be incorrect at a late stage, they shall be liable to be debarred from tendering/ taking up works in IMSc. The Institute reserves the right to verify the particulars furnished by the applicant independently.

12 Tender will be kept valid for 120 (One hundred and Twenty) days from the last date of closing of online submission of tender.

13 The successful tenderer is required to remit security deposit amounting to 5 % [Five Percent] of the tendered and accepted value or which shall be deducted from the bill and released after two year warranty period.

14 Documentary evidence of adequate financial standing shall be furnished.

15 Past Performance:-

Even though any bidder may satisfy the above requirements, he would be liable for disqualification if he has,

a Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria document.

b Record of Poor Performance such as abandoning work, not properly completing the contract, or financial failures/weakness etc.

c Any effort on the part of the bidder or his agent to exercise influence or to pressurize the employer would result in rejection of his bid. Canvassing of any kind is prohibited.

16 Information regarding projects in hand, current litigation, orders regarding exclusion, expulsion or block entry, if any, to be furnished.

17 Copies of the documents of firm constitution / legal status / place of regulation for their business / written power of attorney for the firm to be submitted by the bidders.

18 Tenderer may please intimate their Bank Account Number, IFSC code, Branch details so as to enable the Institute for payments through on line .

19 Qualification and experience of key site management and technical personnel proposed for the contract should be provided.

20 Evidence of adequacy of working capital for this contract. Access to lines of credit and availability of other financial resources should be provided.

21 Quoted rates shall be inclusive of all taxes, duties, and other government levies including GST & RCM GST and separate claim for same shall not be entertained. It is need that the quoted rate shall be inclusive of reverse Charge Mechanism (RCM).

22 Tenderer to note that tenders with any condition including that of conditional rebate shall be rejected forthwith.

23 A certificate to the effect that the firm had not been black listed by any Government Institute / Public sector undertaking or Autonomous Institutions, shall be furnished. If blacklisted, details to be provided.

24 The sub component manufacturer details of the main product shall be furnished along with the offer to ensure the specifications of the products.

25 If the date for submission of tender and opening of tender happens to be a declared holiday at a later date, the same will be postponed to the next working day.

26 This Notice Inviting tender shall form a part of the tender document.

27 The contractors shall provide the facility for the Employees Provident fund, Employees state Insurance or Health Insurance etc.

28 IT and other applicable shall be deducted from the bills.

For further information please contact Scientific Officer , (Electrical), Phone no : 044-2254 3300, Fax no : 044-2254 1856 on all working days.

The Registrar on behalf of the Director, IMSc does not bind himself to accept the lowest or any other tender, and reserves to himself the authority to reject any or all of the tenders or to allot parts of the works to different agencies without assigning any reasons therefor. All tenders, in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer, shall be summarily rejected. Please refer our website: www.imsc.res.in / tenders for further details.

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Registrar

For and on behalf of the Director,
The Institute of Mathematical Sciences.

List of Documents to be scanned & uploaded within the period of bid submission for e - tendering mode : (Scanned copy of original certificates to be uploaded). The *Original documents for the eligibility criteria as mentioned below should be produced at the office of Scientific officer (Electrical) , IMSc, Chennai -113 for verification during the period of verification as indicated in NIT including original EMD.*

1. EMD Rs. 22,979/- (Rupees Twenty two thousand nine hundred and seventy nine only) shall be in the form of Demand Draft from any of the Scheduled Bank drawn in the name of “ The Institute of Mathematical Sciences” payable at Chennai and this scanned copy to be uploaded.
2. Financial Turn Over certified by CA ending with 2022-23 for last three years.
3. Profit & Loss statement certified by CA 2022-23 for last five years.
4. List of SIMILAR WORKS completed :
 - I) Agency for whom executed,
 - II) Value of Work,
 - III) Stipulated and actual time of completion,
 - IV) Completion certificate.
5. List of Technical Staff
6. Certificates:
 - i) Registration certificates in CPWD / State PWD / MES IF ANY .
 - ii) Certificates of Relevant work order copies, Schedule of quantities, Work completion and performance certificates etc.
 - iii) Certificate of Registration for GST and other taxes.
 - iv) PAN (Permanent Account Number) Registration.
 - v) Form A to D.
7. Undertaking and Declaration by Contractor .
8. Form of Agreement.

Annexure - I

UNDERTAKINGS TO BE FURNISHED BY THE TENDERER

UNDERTAKING – A

“I Son of
..... Residing at
.....
.....hereby give an undertaking that I have
read and I am aware of all the clauses and sub clauses of tender forms including tender technical
specifications specified in the tender book and I confirm that I will abide by all the terms and
conditions available in this tender document. My Income tax Permanent Account Number (PAN) is
.....

(Seal of the Firm)

*(Dated Signature of Contractor or his
authorized Power of Attorney)*

UNDERTAKING – B

“I Son of
..... Residing at
.....
.....
..... hereby give an undertaking that none of my relative(s) as defined
below is / are employed in IMSc as per details given in tender document. In case at any stage, it is
found that the information given by me is false / incorrect, IMSc shall have the absolute right to
take any action as deemed fit without any prior intimation to me”

The near relatives for this purpose are defined as;

1. Members of a Hindu undivided family
2. They are husband and wife

3. The one is related to the other in the manner as father, mother, son(s) son's wife (daughter-in-law), daughter(s) daughter's husband (son-in-law), brother(s) and brother's wife, sister(s) and sister's husband (brother-in-law)

(Seal of the Firm)

*(Dated Signature of Contractor or his
authorized Power of Attorney)*

UNDERTAKING – C

I / We have read and examined the Notice Inviting Tender, General Rules & Directions, Special conditions, Safety code for works contract, General condition of Contract, Specifications in the tender documents for the work AND ACCORDINGLY I / We, hereby tender for execution of the work specified for the Director of IMSc within the time specified in Schedule "F", viz., Schedule of Quantities, List of preferred make and in accordance in all respects with the specifications and instructions in writing referred to in Rule 1 of General Rules & Directions and in Clause - 11 of the General Conditions of Contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

(Seal of the Firm)

*(Dated Signature of Contractor or his
authorized Power of Attorney)*

UNDERTAKING – D

I/We undertake and confirm that eligible similar works(s) has / have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for bidding in IMSc in future forever. Also, if such a violation comes to the notice of Institute before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit / Performance Guarantee.

(Seal of the Firm)

*(Dated Signature of Contractor or his
authorized Power of Attorney)*

Annexure - II

Declaration by Contractor :

This is to certify that;

- 1) I / We have submitted the tenders in the proforma as downloaded directly from the websites which are same as available in the website and there is no change in the format, number of pages, etc.
- 2) I / We have not made any modifications / corrections / additions etc., in the tender documents downloaded from website by me / us.
- 3) I / We have checked that no page is missing and all pages as per the index are available and that all pages of tender document submitted by us are clear and legible.
- 4) In case at later stage, it is noticed that there is any difference in my / our tender documents with the original documents, IMSc, shall have the right to cancel the tender / work, forfeit the Earnest Money, Performance Guarantee & Security Deposit, take appropriate action as per the prevailing rules in force and IMSC, shall not be bound to pay any damages to me / us on this account.

Dated

(Contractor Signature with seal)

FORM 'A' : FINANCIAL INFORMATION

Financial Analysis - Details to be furnished duly supported by figures in balance sheet/ profit and loss account for the last five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (copies to be attached).

Particulars	Financial Year				
	2018-19	2019-20	2020-21	2021-22	2022-23
i) Gross Annual Turnover (Rupees in Lakhs).					
ii) Profit (Rupees in Lakhs)					
iii) Loss (Rupees in Lakhs)					
iv) Certified By					

Name and Address of Chartered Accountant

with Membership No :

FORM 'B' : DETAILS OF ALL SIMILAR WORKS COMPLETED IN ALL[illegible]

Note : * Indicate gross amount claimed and amount awarded by the Arbitrator Notes:

a. Application may submit separate form for giving details of work (completed) for each year to fill up the details as above. Separate sheets if any shall be numbered in sequence.

b. The Scanned copies of the orders / for each work along with completion certificate shall be uploaded.

c. Certified that the above list of works is complete and no work has been left-out and the information given is correct to the best of my knowledge and belief.

Name of Authorized signatory

Scanned copy of certificates containing following information from the clients to be uploaded.

FORM- C : PERFORMANCE REPORT / CLIENT CERTIFICATE OF WORKS

1. Name of work/Project & Location
2. Agreement No.
3. Name of Contractor
4. Estimated Cost
5. Tendered Cost
6. Completed cost
7. Date of start
8. Date of completion
 - (i) Stipulated date of completion
 - (ii) Actual date of completion
 - (iii) Present position of work, if in progress.
9. Amount of compensation levied for delayed completion, if any.
10. Amount of reduced rate items, if any.
11. Performance Report.
 - a) Quality of work : Very Good/Good/Fair/Poor
 - b) Financial soundness : Very Good/Good/Fair/Poor
 - c) Technical Proficiency : Very Good/Good/Fair/Poor
 - d) Resourcefulness : Very Good/Good/Fair/Poor
 - e) General behaviour : Very Good/Good/Fair/Poor
 - f) Time Consciousness : Very Good/Good/Fair/Poor

Dated:

**Executive Engineer or equivalent
Signature with Seal**

FORM ' D' : STRUCTURE & ORGANISATION

1 Name & Postal Address of the applicant:

2 Telephone No./Telex No./Fax No.

3 Legal status of the applicant (Please tick and attach attested copies of original document defining the legal status)

(a) An individual; (b) A proprietary firm; (c) A firm in partnership

(d) A limited company or Corporation

4 Particulars of registration with various Government bodies (attach attested photocopy)

Dept./Organisation & Place of registration Registration No.

5 Names and Titles of Director & Officers with designation proposed to be concerned with this work

6 Designation of individuals authorised to act for the organisation

7 Was the applicant ever required to suspend construction for a period of more than six months continuously after you commenced the construction? If so, give the name of the project and reasons of suspension of work.

8 Has the applicant or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.

9 Has the applicant, or any constituent partner in case of partnership firm, ever been debarred / black listed for tendering in any organisation at any time? If so give details.

10 Has the applicant, or any constituent partner in case of partnership firm , ever been convicted by a court of law? If so, give details.

11 Any other information considered necessary but not included above.

Name and address of the authorized signatory

FORM OF TENDER

Place:

Date:

To

The Registrar,
The Institute of mathematical sciences,
4th cross street, C.I.T Campus,
Taramani, Chennai-113.

Dear Sir,

Having examined the specifications, designs and schedule of quantities relating to the works specified in the memorandum hereinafter set out and having visited and examined the site of the works specified in the said Memorandum and having acquired the requisite information relating thereto as affecting the quotation, I/ we hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in conditions, articles of agreement, conditions, schedule of quantities and conditions of contract and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

(a)	Description of works	:	Supply and Installation of SMF Batteries for 1X 80 KVA and 1 X 20 KVA UPS Systems
(b)	Estimated cost	:	Rs. 12,75,533 /-
(c)	Earnest Money	:	25,511 %
(d)	Security Deposit	:	5 % Security deposit will be released against the completion of 24 month defect liability period or against the bank guarantee by any nationalized bank and performance guarantee will be released against the completion of work.
(e)	Time allowed	:	45 DAYS

2. We also agree that our tender will remain valid for acceptance by the IMSc for 120 days from the date of opening of Part I of the tender and this period of validity can be extended for such period as may be mutually agreed between the IMSc and us in writing.

3. Should this Tender be accepted, I/we hereby agree to abide by and fulfill all the Terms and Conditions of the Tender and in default thereof, to forfeit and pay to you or your successors, or

assignees or nominees such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the Contract.

4. I/We understand that you reserve the right to accept or reject any or all the tender either in full or in part without assigning any reason therefor.

5. Part I contains all commercial terms and conditions and technical particulars, Un-priced bill of quantities.

Dated this _____ day of _____ 2024.

For and on behalf of M/s _____

(Signature with seal)

Name _____

Designation _____

Place _____

Date _____

(Certified true copy of the Power of Attorney of the above signatory should be enclosed).

Witnesses

(1) Signature with
name, address and date

(2) Signature with
name, address and date

Articles Of Agreement

ARTICLES OF AGREEMENT made the _____ day of _____ between the The Institute of Mathematical Sciences, C.I.T Campus, 4th Cross Street, Chennai-113, (hereafter called "The IMSc") of the one part and _____ (hereinafter called "the Contractor") of the other part.

WHEREAS The IMSc is desirous of supply, installation, testing and commissioning of SMF Batteries as indicated in the list of preferable make for 1 X 80 KVA and 1 X 20 KVA UPS Systems suitable for adequate hour back up at IMSc and has caused specifications describing the works to be done.

AND WHEREAS the said specifications, the Schedule of Quantities and drawings have been signed by or on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to execute upon the subject to the Conditions set forth herein and to the Conditions set forth in the Special Conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the works shown upon the said drawings and/or described in the said specification and included in the Schedule of Quantities at the respective rates therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as 'the said Contract Amount')

NOW IT IS HEREBY AGREED AS FOLLOWS:

In consideration of said Contract Amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Drawings and described in the said Specifications and the Schedule of Quantities.

The IMSc shall pay the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said conditions.

The said Conditions and Appendix thereto shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.

The plans, agreement and documents mentioned herein shall form the basis of this Contract.

This Contract is neither a fixed Lump sum Contract nor a Piece work Contract but is a Contract to carry out the replacement of batteries work at IMSc to be paid for according to actual measured quantities at the rates contained in the Schedule of Rates and Probable quantities or as provided in the said Conditions.

The Contractor shall afford every reasonable facility for the carrying out of all works relating to works and other ancillary works in the manner laid down in the said Conditions, and shall make good any damages done to walls, floors etc. after the completion of such works.

The IMSc reserves to itself the right of altering the Drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.

Time shall be considered as the essence of this Contract with respect to the scope of work of work awarded to the contractor, and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from tenth day after the day of issue of formal works order as provided for in the said Conditions, whichever is later, and to complete the entire work within 45 days, subject nevertheless to the provisions for extension of time.

All payments by The IMSc under this Contract will be made only at Chennai.

All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Chennai and only Courts in Chennai shall have jurisdiction to determine the same.

That the several parts of this Contact have been read by the Contractor and fully understood by the Contractor.

If the Contractor is a Partnership or an Individual	IN WITNESS WHEREOF The IMSc and the Contractor have set their respective hands to these presents and two duplicate hereof the day and year first herein above written.
If the Contractor is a Company	IN WITNESS WHEREOF The IMSc has set its hand to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicate/has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first herein above written.

Signature Clause

SIGNED AND DELIVERED by the IMSc by the hand of

Shri

(Name and designation)

.....

..... in the presence of

(1)

Address

.....
.....
.....

(2)

Address

.....
.....
.....

Witnesses

SIGNED AND DELIVERED BY

1)

Address

If the part is a partnership firm or any individual should be signed by all or on behalf of all the partners.

2)

Address

Witnesses

THE COMMON SEAL OF

Was hereunto affixed pursuant to the resolutions passed
By its Board of Directors at the meeting held on

.....
...
.....

In the presence of

(1)

.....

(2)

.....

Directors who have signed these presents in taken thereof in the presence of

(1)

(2)

SIGNED AND DELIVERED BY the Contractor by the hand Of

Shri

and duly constituted attorney.

If the Contractor signs under its common Seal the signature clause should tally with their sealing clause in the Articles of Associations.

The Contractor is signing by the hand of power of attorney whether a company or individual.

The Contractor is signing by the hand of power of attorney whether a company or individual.

GENERAL CONDITIONS

1. Tenders shall remain open to acceptance by the IMSc for a period of 120 days from the date of opening of the Part – I of the tender, which period may be extended by mutual agreement and the Tenderers shall not cancel, alter or withdraw the offers during this period.
2. IMSc does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders either in whole or in part, without assigning any reasons for doing so. The IMSc also reserves the right to divide the order between two or more Tenderers and the contractor shall carry out even the part orders for various items.
3. Time shall be considered as the essence of the contract and the successful tenderer shall carry out the entire job within a period of 45 days from the day of the issue of formal purchase order of the tender. In case the contractor fails to complete the entire work within the time stipulated or authorized extended period, liquidated damages at the rate of 0.25% per week subject to maximum of 10% would be recovered from him/them.
4. The contractor shall clearly understand the scope of work and items to be carried out before quoting. The Tenderer shall see the site before quoting for the work. They shall also note the following:
 - (i) The detailed item wise work and required specifications.
 - (ii) All the approved brands of materials.
5. The Successful Tenderer must co-ordinate with the manufacturer in installation of the batteries.
6. The rates quoted in the offer shall be for completing the work according to the detailed specifications including supplying material, labour, scaffolding etc. at site. The rate shall also includes GST and any other tax and duty or other levy, levied by Central Government or State Government or any local authorities including RCM GST. The rates shall be firm and shall not be subject to exchange variations, labour conditions, fluctuations in any type of freights or any conditions whatsoever. The rates shall also include transportation, loading and unloading, freight charges, transit, insurance etc. The rate shall also include handling, transportation from store to place of work of the materials to be supplied.
7. Immediately on receipt of intimation from the IMSc of acceptance of the offer, the successful Tenderer shall execute an agreement and start the work and the written acceptance of the IMSc of a offer will constitute binding contract between the IMSc and the firm.
8. Defect Liability Period : Any defect or fault which may appear during 24 months from the date of virtual completion of work/or supply and installation in full as specified under the contract, arising in the opinion of the IMSc Engineer from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the IMSc Engineer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor at his own cost and in case of default the IMSc may employ and pay other persons to amend and make good such defects/faults and damages, loss and expenses consequent there upon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the IMSc, or may be deducted by the IMSc upon the IMSc Engineer 's certificate in writing from any money due or that may become due to the contractor. The contractor shall remain liable under the provisions of this clause notwithstanding the signing by the IMSc Engineer any certificate or passing of any accounts.

9. Each of the tender documents is required to be signed by the person or persons submitting the offer in token of his/their having acquainted himself/themselves with the Special Conditions, Specifications, and Schedule of Quantities etc. as laid down. Any tender with any of such documents not signed will be rejected.

10. The tender document must be filled in English and all entries must be made by hand and written in ink. If any document is missing or unsigned the offer will be considered invalid.

11. All erasures and alterations made while filling the offer must be attested by initials of the Tenderer. Overwriting of figure is not permitted.

12. The contractor shall arrange to get all the samples of materials to be used in the work approved from the employer.

13. Time shall be considered as the essence of the contract. The IMSc reserves the right to terminate the contract if the contractor fails to execute the job within the specified period or fail to keep the programme of work as per the programme given by the contractor and approved by the IMSc.

14. Firm should depute qualified and trained personnel only. IMSc shall not be responsible for any accident during the work.

15. 5% of the total value of work done will be withheld from their bills by the IMSc as a security deposit. This amount will be released after satisfactory completion of 24 months or against the BG submitted by any nationalized bank.

16. The contractor shall quote rates in the schedule of quantities considering all the conditions mentioned above and elsewhere in the quotation.

17. The quantities mentioned in the tender are approximate and may vary on either side. Contractors are advised to measure the quantities before procuring the same.

18. Mode of Payment

The 95 % of the payments will be released against the successful completion of supply, installation, testing, commissioning and acceptance of entire work. 5% Retention money shall be deducted from the payment. In addition I.T, Surcharge and any other statutory tax as per the Government rules shall be deducted from the bill. No advance payment for this work.

19. In all matters of dispute arising on the work, the same shall be settled as per the latest Arbitration Act.

20. Insurance Clause

The contractor shall be responsible for all injury to persons, animals or things and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated sub-contractor's employees, whether such injury or damage arise from carelessness, accident or any other case whatever in any way connected with the carrying out of the contract. This clause shall be held to include, inter-alia, any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads, streets, footpaths, bridges or ways as well as all damage caused to the buildings and works forming the subject of this contract, by frost or other inclemency of weather. The contractor shall indemnify the Employer and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any Acts of Government or

otherwise and also in respect of any award of compensation or damages consequent upon such claims.

The contractor shall reinstate all damages of every sort mentioned in this clause, so as to deliver up the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property or third parties.

The contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expenses arrange to effect and maintain, until the virtual completion of the contract with an approved office, a policy of insurance in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Employer from time to time during the currency of this contract. The contractor shall also similarly indemnify the Employer against all claims which may be made upon the Employer whether under the Workmen's Compensation Act or any other statutes in force during the currency of this contract or at Common Law in respect of any employee of the contractor or any sub-contractor and shall at his own expense effect and maintain, until the virtual completion of the contract, with an approved office a policy of insurance in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Employer from time to time during the currency of the contract.

The Contractor shall be responsible for anything which may be excluded from the insurance policies referred to above and also for all other damages to any property arising of and incidental to the negligent or defective carrying out of this contract. He shall also indemnify the Employer in respect of any costs, charges or expenses arising out of claim or proceedings of damage arising therefrom.

The Employer shall be at liberty and is hereby empowered to deduct the amount of any damage compensation, costs, charges and expenses arising or occurring from or in respect of any such claims or damage from any or all sums due or to become due to the contractor.

In addition to the above, the Contractor shall insure the work against loss due to fire, for the entire contract amount with an approved insurance company till the virtual completion of the work.

I/We hereby declare that I/we have read and understood the above instructions and the same will remain binding upon me/us in case the work is entrusted to me/us.

Place :

Date :

Signature of Tenderer
with the seal of their Company

General Instructions

1. All dismantling work and work generating noise shall be done during the day time on holidays and day time work shall have to be done on restricted hours. Contractor has to make available the supply during the Evening & night time. Contractor shall take into account the above facts while quoting the rates.
2. The Tenderer shall remove all the debris collected at site (from the Imsc premises) on everyday basis. The staircase and passages used by the labourers shall be cleaned properly, as per the entire satisfaction of Imsc Engineers.
3. The contractor shall depute a qualified supervisor during execution of the work. No work shall be carried out at site in unsupervised manner.
4. The Tenderer shall use only approved brands of materials as given in the list. The IMSc will be at liberty to choose any brand of materials from the names given therein in absence of any such choice indicated by the Tenderer. IMSc may ask for the papers and documentary evidence to verify the genuineness of batteries.
5. The work includes the liasioning with the manufacturer to dismantle and reconnect the batteries. Any charges if claimed by the UPS manufacturer towards these services will be paid for by the firm. IMSc will conduct the factory inspection before dispatch the batteries to ensure the technical specifications.
6. The work involves the transportation of the batteries up to the UPS room. The cartage and labour required for the work need to be included in the quote.
7. The Batteries should be Fire retardant.
8. The firms should enclose copy of their authorized dealership. Without such authorization, no tenders will be considered.

Place:
Date:
Phone No. :

Signature of the Tenderer
Name & address

APPROVED MAKE OF SMF BATTERIES (Fire Retardant)

1. Panasonic
2. Rocket
3. Amararaja

Battery Bank : Adequate minutes supply stand-by back up for full load of 1x 80 KVA and 1 x 20 KVA UPS (Independent battery bank of 80 KVA UPS and 20 KVA UPS with independent back up) shall consist of required number of 12 volts Valve Regulated Lead Acid (VRLA) with Fire Retardant casing, Sealed Maintenance Free (SMF) batteries of required Ampere Hour capacity complete with battery cubicle interconnection work, main cabling work, jumper cabling, battery cabling and terminal connectors. Battery should be a list of approved make only.