

“हिन्दी का प्रचार राष्ट्रसेवा है।”

प्रपत्र क्र./ F.No. G-28

दि न्यू इन्डिया एश्योरन्स कंपनी लिमिटेड

(भारत सरकार का उपक्रम)

THE NEW INDIA ASSURANCE COMPANY LIMITED

(A Government of India Undertaking)

GST No.: 27AAACN4165C3ZP / IRDA Registration No : 190 / CIN No : L66000MH1919GOI000526



उत्तर देते समय लिखें - संदर्भ क्र.
IN REPLY PLEASE QUOTE
REF.:

मुंबई क्षेत्रीय कार्यालय नं. II / MUMBAI REGIONAL OFFICE NO. II
जीवन सेवा, दूसरी मंजिल,
स्वामी विवेकानंद मार्ग, सांतक्रुझ (प.), मुंबई - 400 054.
Jeevan Seva, 2nd Floor,
S.V. Road, **TENDER DOCUMENT** 400 054.

दूरध्वनी / Phone : 2663 3200
तार / Telegram : निएसुरेंस / NIASURANCE
फैक्स Fax : 2663 3233

e-Tender for Purchase of UPS System with SMF Batteries.

Location : VASAI - 140500

(Tender Ref. No: MRO II/ITD/UPS/2023-24/1)

TENDER SUMMARY

Sl. No.	Description	Remarks
1	Tender Type	e-Tender with Two Bid System i.e. Technical Bid & Commercial Bid
2	Tender Fees	Rs. 1000/- (Non-Refundable)
3	Earnest Money Deposit (E.M.D.)	Rs. 15,000/- (Refundable)
4	Tender Closing Date	29 TH Feb 2024 , 05.00 PM
5	Technical Bid Opening	1 st Mar 2024 , 11.30 AM
6	Commercial Bid Opening	Commercial bids will be opened after opening of Technical bids. The time and date would be intimated to the bidders.
7	Tender Validity	365 (THREE HUNDRED SIXTY-FIVE) Days
8	Tender Location	The New India Assurance Company Limited Mumbai Regional Office II 2nd floor, Jeevan Seva Bldg, S. V. Road, Santacruz West, Mumbai -400054


KHUSHAL GOHIL


REGIONAL MANAGER





दि न्यू इंडिया एश्योरंस कंपनी लिमिटेड
The New India Assurance Co. Ltd.

SECTION – I

INSTRUCTIONS / GUIDELINES TO BIDDERS

1.0 THE TENDER OFFER

- 1.1 Bidder will have to deposit a Demand Draft / Pay Order of **Rs. 1000/- (Rs. One Thousand only)**, non-refundable towards **Tender Fees** in favour of **“The New India Assurance Company Limited” payable at Mumbai.**
- 1.2 The tender offer (Technical Bid & Commercial Bid) should be submitted online through e-Procurement Portal at URL <https://newindia.eproc.in> on or before **29TH Feb 2024 , 05.00 PM**
- 1.3 Technical bids will be opened on **1st Mar 2024 , 11.30 AM**
- 1.4 Commercial bids will be opened after opening of Technical bids. The time and date would be intimated to the bidders.
- 1.5 The UPS and Batteries (on BUY-BACK basis) are to be supplied at respective Locations mentioned in **Annexure - D :**

2.0 ELIGIBILITY CRITERIA: THE BIDDERS

- 2.1 Should have an average annual turnover of Rs. 1 Crore or more, towards sales of UPS and Batteries in India, for three financial years 2020-2021,2021-2022 AND 2022-2023.
- 2.2 Should have posted net profit for at least two of the three financial years 2020-2021,2021-2022 AND 2022-2023
- 2.3 Should have manufacturing / servicing experience of 5 years or above.
- 2.4 Bidder should have supplied UPS and Batteries to at least 5 institutes namely Government / PSB / BFSI & PSU or reputed MNC's with satisfactory service certificate.
- 2.5 Should have provided support at the location whenever required.
- 2.6 Should have arrangement with OEM vendors, manufacturers of UPS and Batteries.

3.0 PROCEDURE FOR SUBMISSION OF THE TENDER

- 3.1 The tender offer (Technical Bid & Commercial Bid) should be submitted online through e-Procurement Portal at URL <https://newindia.eproc.in>
- 3.2 Technical Bid Documents to be uploaded (in pdf / zip / rar format) on above website.

Documents to prove eligibility as per clause a) to f)

Copy of audited balance sheets for the previous three financial years (i. 2020-2021,2021-2022 AND 2022-2023)

- a) Details of service network including service personnel employed across the region/state.
- b) Sales Tax & GST Registration Certificate.
- c) Certificate of Incorporation / Registration



दि न्यू इंडिया एश्योरंस कंपनी लिमिटेड
The New India Assurance Co. Ltd.

- d) PAN Card & TAN details
- e) Scanned copy of Demand drafts / Pay Orders towards Tender Fees as per clause 1.1 above and EMD as per clause 4 below. Original Demand drafts / Pay Orders is to be submitted at

**“The New India Assurance Company Limited
Mumbai Regional Office 2, IT Dept., 2nd floor, Jeevan Seva Bldg,
S. V. Road, Santacruz West, Mumbai -400054”**

Note: Uploaded documents must be labeled / tagged / marked and serial clause wise.

4.0 EARNEST MONEY DEPOSIT (E.M.D.)

- 4.1 The intending bidders should pay an Earnest Money Deposit of **Rs. 15,000/- (Rupees Fifteen Thousand only)**.
- 4.2 The EMD shall be payable by DD / Pay Order drawn in favor of **“The New India Assurance Co. Ltd.” payable at Mumbai.**
- 4.3 The EMD will not carry any interest.

5.0 FORFEITURE OF E.M.D

The EMD made by the bidder will be forfeited if –

- a) He withdraws his tender after acceptance.
- b) He withdraws his tender before the expiry of the validity period of the tender.
- c) He violates any of the provisions of the terms and conditions of this tender specification.

6.0 REFUND OF E.M.D.

- 6.1 EMD will be refunded to the successful bidder, only after signing of the contract and payment of Security Deposit/Bank Guarantee, completion of formality etc. in all respects to the satisfaction of the purchaser / company.
- 6.2 In case of unsuccessful bidders, the EMD will be refunded to them after intimation is sent to them about rejection of their tenders/successful bidder details uploaded on the company website.

7.0 THE COMPANY RESERVES THE RIGHT TO

- 7.1 Accept / Reject any of the Tenders.
- 7.2 Revise the quantities at the time of placing the order.
- 7.3 Add, Modify, Relax or waive any of the conditions stipulated in the tender specification wherever deemed necessary.
- 7.4 Reject any or all the tenders without assigning any reason thereof.
- 7.5 Award contracts to one or more bidders for the item/s covered by this tender.

8.0 REJECTION OF TENDERS

The tender is liable to be rejected inter alia:

- 8.1 If it is not in conformity with the instructions mentioned herein,
- 8.2 If it is not accompanied by the requisite Tender Fees and EMD.
- 8.3 If it is not properly signed by the bidder



दि न्यू इंडिया एश्योरंस कंपनी लिमिटेड
The New India Assurance Co. Ltd.

- 8.4 If it is received in Physical Form
8.5 If it is received by Telex, Telegram or Email
8.6 If it is filled / received after the expiry of the due date and time
8.7 If it is evasive or in complete including non-furnishing the required documents

9.0 VALIDITY OF TENDERS

The bidders' offers shall have the validity period of 365 (THREE HUNDRED SIXTY FIVE)Days from the tender award date. A bid valid for a shorter period will be rejected.

10.0 PERFORMANCE GUARANTEE

The successful bidder/s will have to furnish a performance guarantee to the tune of 10% of the value of the Contract for proper fulfillment of the contract in the form of a Bank Guarantee for a period of 5 (Five) years obtained from a nationalized / scheduled bank. This Bank Guarantee shall be released on the expiry of the period of Warranty.

11.0 Address for Delivery and Billing:

items	address for delivery	phones	billing address
6KVA UPS	MR SUDHANSHU SHEKHAR	Tel: 0250-2332901	The New India Assurance Company Ltd MRO2- 140000, JEEVAN SEVA BLDG, 2ND FLR, S V ROAD, SANTACRUZ WEST, MUMBAI -400054
(16 BATTERIES)	Sr Divisonal Manager	9820297949	
	VASAI D.O. 140500		
	North Lanes Shopping Center, B-wing, 2nd floor, vartak college Road, Near vasai Road Railway station platform no.2A, Vasai West, Dist. Palghar -401202	Email: sudhanshu.shekar@newindia.co.in	



SECTION – II

PART – 'A' – TECHNICAL BID

1.0 TECHNICAL SPECIFICATION:

“ Annexure - A”

a.) 6 KVA UPS for VASAI – 140500

Capacity		6 KVA
TECHNOLOGY		IGBT based dual conversation technology
INPUT		
Nominal Voltage		220VAC /230VAC
Operating Voltage Range		160V-270V
Operating Frequency Range		50HZ ± 0.5HZ
Power Factor		0.85
OUTPUT		
Output Voltage		200-250V ± 1%
AC Volt. Reg. (Batt. Mode)		± 1%
Frequency Range		50HZ ± 0.5HZ
Total Harmonic Distortion		<3% (linear load) , <5% (non linear load)
Overload		110% for 60 sec
Transfer Time	AC mode to Batt . Mode	0 ms
	Inverter to Bypass	4 ms
Power Factor		0.8
EFFICIENCY at full load		
Overall efficiency		>80%
BATTERY		
Long - run Model	Battery Voltage	6KVA/120/144Vdc AND 3KVA/120/144Vdc
	Charging Current. (max)	5-10A
DISPLAY		AC Voltage (INPUT/OUTPUT) Output current Output watts DC Voltage
INDICATIONS		Indications for Mains on, Battery Low, Over Load, Trip
ALARM		Alarms for Battery Low, Output Overload & Short Circuit.
Noise Level		<60db AT 1 METER



दि न्यू इंडिया एश्योरंस कंपनी लिमिटेड
The New India Assurance Co. Ltd.

Software interface	RS 232 port for software interface
Protection	Electronics protection for device safety with MCBs Soft starts rectifier and inverter, battery current Limiting, overload protection and output short circuit Protection.
CERTIFICATIONS	Must comply with international standards. Manufacturer should be ISO 9001:2000,ISO 14001 certified & BIS certificate to be produced for 6 Kva online UPS.
Compliance	RoHS compliant

Batteries (16 BATTERIES)

Sl. No.	Item/Category	Required Specification
1	Batteries	12 V, SMF Batteries Minimum battery VAH required 18000VAH for 6 KVA
2	Battery Charger	Constant Voltage Constant Current
3	Minimum Charger Current	10% Battery AH
4	Battery recharge time (after complete discharge) to 100% charge	Battery recharge time should not exceed 10 hrs/12 hrs for 6 KVA.
5	Battery Housing	Aesthetically finished MS Rack or wooden rack to house the Batteries of each UPS.
6	Flexible Battery Configuration	Battery blocks configuration will be scalable at site. (ie.240V DC/216VDC UPS can be configured 228V/216V/204V/192V based on the site requirement)
8	Warranty	5 Years Warranty for UPS & Batteries
9	Certification (Mandatory)	
	Safety	EN 62040-1 certificate to be produced
	EMC/EMI	EN 62040-2 certificate to be produced
	Performance	CE Certification, ISO 9001, ISO 14001 certificate to be produced
		BS OHSAS 18001 certificate to be produced
		BIS certificate to be produced for 6kVA Online UPS
10	Preferable Make	Exide / Amaron / Okaya / Amaraja

Note: Offers for minimum specification mentioned above are to be made and nothing short of the above shall be acceptable by The Company.



दि न्यू इंडिया एश्योरंस कंपनी लिमिटेड
The New India Assurance Co. Ltd.

SECTION – II

PART – 'B' – COMMERCIAL BID

2.0 The bidders should submit Commercial Bids online through e-Procurement Portal as per illustrative format / table given under as per Annexure B for:

items	address for delivery	phones	billing address
6KVA UPS			The New India Assurance Co Ltd. MRO2-140000, JEEVAN SEVA BLDG 2ND FLR, S V ROAD, SANTACRUZ WEST , MUMBAI -400054
(16 BATTERIES)	MR SUDHANSHU SHEKHAR	Tel: 0250-2332901	
	Sr Divisonal Manager	9820297949	
	VASAI D.O. 140500		
	North Lanes Shopping Center, B-wing, 2nd floor, vartak college Road, Near vasai Road Railway station platform no.2A, Vasai West, Dist. Palghar -401202	Email: sudhanshu.shekhar@newindia.co.in	

3.0 PRICE

- 3.1 The price shall be all inclusive of Ex-factory price per unit, packing, forwarding, freight, transit insurance, excise duty, other duties and taxes, if any. Price quoted should include delivery, installation, commissioning charges.
- 3.3 There shall be no escalation in the prices once the prices are fixed and agreed to by the Company and the vendors. But, any benefit arising out of any subsequent reduction in the prices due to reduction in duty & taxes after the prices are fixed and before the delivery should be passed on to the Purchaser / Company.

4.0 DELIVERY AND INSTALLATION

- 4.1 The items as mentioned above shall be delivered and installed at **"The New India Assurance Co. Ltd, in the various offices** as mentioned in Annexure – 'B'. The actual quantity of items to be supplied to the Office would be specified in the Purchase Order / Contract for Supply to be entered between the Company and the successful bidder/s.
- 4.2 The delivery time shall be a maximum of 4 (four) week from the date of placement of order.
- 4.3 The installation / commissioning shall be completed within a period of 1(one) week from the date of Delivery.
- 4.4 In the event of delayed delivery i.e. delivery after the expiry of the delivery period as specified in Para 4.2 herein above, the vendor shall be liable to pay a penalty at a percentage of the value of the undelivered equipment's subject to a maximum of 5% (Five Percent) as detailed below:

@ 1% for the First week



दि न्यू इंडिया एश्योरंस कंपनी लिमिटेड The New India Assurance Co. Ltd.

@ 2.5% for the Second week, and

@ 5% for the Third week onwards

For this clause, part of the week is considered as a full week.

4.5 After the delivery is made, if it is discovered that the items supplied are not according to our Specification, such supply would be rejected at the supplier's cost.

5.0 PAYMENT TERMS

100 % payment will be made after production of installation certificate, diagnostic/Testing reports and other relevant documents and on submission of Bank guarantee and signing of agreement.

Payment shall be made through electronic mode (NEFT/RTGS) only, for which bidders are required to submit the details of their bank as per Annexure – 'E' of the tender document.

6.0 WARRANTY AND ON-SITE MAINTENANCE

The Vendor shall provide **5 (Five) years** comprehensive on-site warranty commencing from the date of installation of the UPS & Batteries at the respective offices of the Company as provided in the Purchase Order / Contract. **During the warranty period, the vendor will have to undertake Comprehensive maintenance of the UPS and Batteries.**

7.0 GUARANTEE

A guarantee certificate guaranteeing the Company that the items supplied are the same as items quoted including brands, performance figures and satisfactory operations of the components shall be provided by the successful bidder. Further, it shall also provide a guarantee against poor workmanship, bad quality of materials used and faulty designs. The said Guarantee Certificate shall be furnished along with the initial bill for payment. This guarantee should be operative for a period of 5 years from the date of installation. All defects identified during the period of guarantee shall be replaced or rectified as desired by the company free of cost by the Vendor.

8.0 The Company shall have the right to relax or waive or alter any of the provisions of the tender document.

9.0 If the bidder wishes to depart from the Technical Specification in any respect he shall draw the attention to such points of departure explaining fully the reasons thereof and furnish separately adopting the form given below. Unless this is done, the requirements of the Technical Specification will be deemed to have been accepted in every respect. The Company reserves the right to accept / reject any or all of the deviations shown by the bidder



दि न्यू इंडिया एश्योरंस कंपनी लिमिटेड
The New India Assurance Co. Ltd.

Deviation from Specification

Sl. No.	Sl. No. & Description in the Technical Specification (Annexure – 'A')	Deviation details and reasons thereof



दि न्यू इंडिया एश्योरंस कंपनी लिमिटेड
The New India Assurance Co. Ltd.

Annexure - 'B'
Commercial Bid specification strictly as per Format

Name of the work : e-Tender for purchase of UPS system with SMF Batteries. Location: Vasai-140500

Name of the Vendor							
a) 6 KVA UPS + Batteries – for VASAI -140500 Qty : 1 (One) Set							
S.No	Make & Model	Description	Qty	Basic Price In INR	GST Value	Total Amount in INR	Rupees in Words
1		6 KVA On-Line-UPS + Batteries	01 set (including 16 batteries)			0.00	

BUYBACK							
a.) UPS OF 5KVA QTY -2 AND Batteries (12V, 100AH, QTY. 32, EXIDE).							
Name of the Vendor							
S.No	Make & Model	Description	Qty	LumpSum In INR	GST Value	Total Amount in INR	Rupees in Words
1	EXIDE	Less Buy back of [Old]UPS OF 5KVA QTY -2 AND Batteries (12V, 100AH, QTY. 32, EXIDE).	2 UPS & 32 Batteries			0.00	

Note: Quantities mentioned here are approximate. The Company reserves the right to increase / decrease the quantity to be purchased.

RATE QUOTED SHOULD BE INCLUSIVE OF COMPREHENSIVE MAINTENANCE CHARGES AND ALL TAXES.



दि न्यू इंडिया एश्योरंस कंपनी लिमिटेड
The New India Assurance Co. Ltd.

Annexure – 'C'

Application / Tender Form for Supply of Batteries

1. Name of Vendor: _____
2. Address of Vendor: _____
3. PAN No. (Attach Scanned Copy): _____
4. VAT Reg. No. (Attach Scanned Copy): _____
5. Name, Mobile & Email of Contact Person: _____
6. Annual Turnover for the last three years
 - a. Details of UPS and batteries sale only to be mentioned by vendors in case of dealing other line of business also.
 - b. To qualify in Technical Bid, the vendor should have an average annual turnover towards sales of batteries in India of Rs. 1.00 crore or more for consecutive 3 financial years (Audited results).

Sl. No.	Financial Year	Turn Over Towards Sales of batteries in India (Rs. In Crores)	Details of Proof Submitted (Y / N)
1	2022-2023		
2	2021-2022		
3	2020-2021		



दि न्यू इंडिया एश्योरंस कंपनी लिमिटेड
The New India Assurance Co. Ltd.

Continued ...

7. Details of Net profit in the previous financial years:

Sl.	Financial Year	Profit (Rs. In Lacs)	Details of Proof Submitted – (Y / N)
1	2022-2023		
2	2021-2022		
3	2020-2021		

8. Servicing and sales experience of minimum 5 Years (attach proof): Yes / No

9. Details of installations in our company in the recent 2-3 years at any location

10. Any other points / comments you would like to make.



दि न्यू इंडिया एश्योरंस कंपनी लिमिटेड
The New India Assurance Co. Ltd.

Annexure – 'D'

Special Instructions to Bidders for e-Tendering

Tender document with detailed terms and conditions is available on our Website <https://newindia.eproc.in>. Interested parties may download the same and participate in the tender as per the instructions given therein, on or before the due date of the tender. The tender shall have to be submitted online through the e-Procurement system on <https://newindia.eproc.in>

As a pre-requisite for participation in the tender, vendors are required to obtain a valid Digital Certificate of Class IIB (with both signing and encryption component) and above as per Indian IT Act from the licensed Certifying Authorities (For ex. N-codes, Sify, E-mudra etc.) operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). The cost of obtaining the digital certificate shall be borne by the vendor. In case any vendor so desires, he may contact our e-Procurement service provider M/s. Antares System Ltd. for obtaining the Digital Signature Certificate.

Corrigendum / amendment, if any, shall be notified on the site <https://newindia.eproc.in>. In case any corrigendum / amendment is issued after the submission of the bid, then such vendors, who have submitted their bids, shall be intimated about the corrigendum / amendment by a system-generated email (In case of open corrigendum / amendment will be on the public dash board and no mail will be fired for the vendor who has not participated by that time). It shall be assumed that the information contained therein has been taken into account by the vendor. They have the choice of making changes in their bid before the due date and time.

Vendors are required to complete the entire process online on or before the due date of closing of the tender.

The Commercial / Price bid of only those vendors shall be opened whose Technical bid is found to be acceptable to us. The schedule for opening the price bid shall be advised separately.

Directions for submitting online offers, electronically, against e-Procurement tenders directly through internet.

Vendors are advised to log on to the website (<https://newindia.eproc.in>) and arrange to register themselves at the earliest.

The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.

Vendors are advised in their own interest to ensure that their bids are submitted in e-Procurement system well before the closing date and time of bid. If the vendor intends to change / revise the bid already entered, he may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.



दि न्यू इंडिया एश्योरंस कंपनी लिमिटेड
The New India Assurance Co. Ltd.

Once the entire process of submission of online bid is complete, the vendors are required to go to option own bid view through dashboard and take the print of the envelope receipt as a proof of submitted bid.

Bids / Offers shall not be permitted in e-Procurement system after the due date / time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.

No manual bids / offers along with electronic bids / offers shall be permitted.

Once the Commercial / Price bids are opened, vendors can see the rates quoted by all the participating bidders by logging on to the portal under their user ID and password and clicking on other bid view.

No responsibility will be taken by and / or the e-Procurement service provider for any delay due to connectivity and availability of website. They shall not have any liability to vendors for any interruption or delay in access to the site irrespective of the cause. It is advisable that vendors who are not well conversant with e-tendering procedures, start filling up the tenders much before the due date / time so that there is sufficient time available with him / her to acquaint with all the steps and seek help if they so require. Even for those who are conversant with this type of e-tendering, it is suggested to complete all the activities ahead of time. It should be noted that the individual bid becomes viewable only after the opening of the bid on / after the due date and time. Please be reassured that your bid will be viewable only to you and nobody else till the due date / time of the tender opening. The non-availability of viewing before due date and time is true for e-tendering service provider as well as New India Assurance officials.

New India Assurance and / or the e-Procurement service provider shall not be responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc.

In case of any clarification pertaining to e-Procurement process, the vendor may contact the following agencies / personnel.

Sr. No.	Particulars	Company Name	Contact Details
1	For e-tendering Support	Antares System Ltd.	Sushant- 9731468511 lokesh.hr@etenderwizard.com
2	For Tender Related Queries	The New India Assurance Co. Ltd.	022 – 26633257 /258 /263 Email id: bss14@newindia.co.in



Annexure – 'E'

Particulars of the Vendor required for the payment through electronic mode (NEFT/RTGS)

Sr.	Description	Details
1	Vendor Name	
2	Complete Address	
3	Bank's Name	
4	Bank Account No.	
5	Bank Account Type	
6	Bank Branch Name	
7	Bank Branch Address	
8	IFSC Code	
9	NEFT / MICR Code	

Note: Please attach CANCELLED Cheque of the Bank



दि न्यू इंडिया एश्योरंस कंपनी लिमिटेड
The New India Assurance Co. Ltd.

Annexure – 'F'

AGREEMENT

This Agreement entered into at Santacruz (Mumbai) on this ____ of _____ 2024, BETWEEN _____ a company/firm registered under the Indian Companies Act, 1956 and having its registered office at _____ hereinafter referred to as the VENDOR.

AND THE NEW INDIA ASSURANCE COMPANY LIMITED, MRO II a company registered under the Companies Act, 1956 and having its registered office at 87, M.G. Road, Fort, Mumbai hereinafter referred to as the PURCHASER.

WHEREAS the Purchaser had called for tenders from various companies for the supply and Installation of UPS System.

WHEREAS the Vendor had submitted a quotation which was accepted by the Company after the Two bid system and discussions thereafter; and

WHEREAS the Purchaser is desirous of placing orders for purchase of the UPS and Batteries, and

WHEREAS the Vendor had agreed to effect supply, Installation and Maintenance of UPS system as per the terms and conditions mentioned herein below.

NOW THEREFORE THIS DEED WITNESSETH:

1. PERIOD OF AGREEMENT

1.1 This Agreement is valid for this lot of order only and till expiry of warranty period of the Items ordered. However, the period of Agreement may be extended by mutual consent.

1.2 That the Vendor hereby agrees to effect the Supply, Installation and Maintenance of UPS system and Batteries as listed out in the tender of this Agreement, as and when Purchase Orders are placed by the Purchaser-Company at the prices specified therein.

2 PRICE

2.1 That the prices for UPS and Batteries as specified in the tender to this agreement shall not be subject to any escalation.

2.2 The price shall be all inclusive of Ex-factory price per unit, packing, forwarding, freight, transit insurance, excise duty, other duties and taxes, if any, including delivery, installation, commissioning, testing and Comprehensive maintenance charges.



दि न्यू इंडिया एश्योरंस कंपनी लिमिटेड
The New India Assurance Co. Ltd.

2.3 There shall be no escalation in the prices once the prices are fixed and agreed to by the Company and the vendors. But, any benefit arising out of any subsequent reduction in the prices due to reduction in duty & taxes after the prices are fixed and before the delivery should be passed on to the Purchaser / Company.

3. PERFORMANCE GUARANTEE

3.1 The Vendor shall furnish a performance guarantee to the tune of 10% of the total order value of this agreement for proper fulfillment of the Contract in the form of a Bank Guarantee for a period of **5 (FIVE) years** obtained from a nationalized / scheduled bank within 15 days from the date of this agreement.

3.2 This Bank Guarantee shall be released on the expiry of the period of Warranty.

4 DELIVERY AND INSTALLATION

4.1 The total approximate quantity of items as mentioned in the purchase order / contract shall be delivered at the offices of "The New India Assurance Co. Ltd., Mumbai Regional Office II " as per the Annexure – A. The actual quantity of items to be supplied to the Office would be specified in the Purchase order / contract for Supply to be entered between the Company and the successful bidder/s.

4.2 The delivery time shall be a maximum of 1 (one) week from the date of placement of order.

4.3 The installation/commissioning shall be completed within a period of 1 (one) week from the date of delivery.

4.4 In the event of delayed delivery i.e. delivery after the expiry of the delivery period as specified in Para 4.2 herein above, the vendor shall be liable to pay a penalty at a percentage of the value of the undelivered equipment's subject to a maximum of 5% (Five Percent) as detailed below:

@ 1% for the First week

@ 2.5% for the Second week, and

@ 5% for the Third week onwards

For the purpose of this clause, part of the week is considered as a full week.

Note: If any items or part of Items not delivered as per the Annexure – 'B' of Tender Document during the stipulated time penalty will be calculated on all items pertaining to that location

4.5 After the delivery is made, if it is discovered that the items supplied are not according to our Specification, such supply would be rejected at the supplier's cost.

5. SCOPE OF WORK

5.1 Supply, Installation and Commissioning of UPS and Batteries

5.2 Carrying out a User Acceptance Test (UAT) after setting up full environment.

5.3 Comprehensive Annual Maintenance till expiry of Warranty Period i.e 5 years.



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6. WARRANTY AND ON-SITE MAINTENANCE

The Vendor shall provide 5 (FIVE) years comprehensive on-site warranty commencing from the date of installation of the above systems at the respective office of the Company as provided in the Purchase Order / Contract. During the warranty period, the vendor will have to undertake Comprehensive maintenance of the UPS and Batteries. Report for Maintenance needs to be submitted on Quarterly basis during the AMC Period. No Additional charges will be payable for AMC carried out.

7. PAYMENT TERMS

100 % payment will be made after production of installation certificate, diagnostic reports and other relevant documents and on submission of Bank guarantee and signing of agreement.

Payment shall be made through electronic mode (NEFT/RTGS) only, for which bidders are required to submit the details of their bank as per tender document.

8. GUARANTEE

8.1 The Vendor shall provide a Certificate of Guarantee guaranteeing the Purchaser-Company of the satisfactory operation of the components and against poor workmanship, bad quality of materials used, faulty designs and performance figures given by the Vendor.

8.2 This guarantee shall be operative for a period of 5 (FIVE) years from the date of installation.

8.3 The Vendor shall at his own cost rectify the defects / replace the items supplied, for defects identified during the period of guarantee.

9. ARBITRATION

9.1 All disputes / differences of any kind whatsoever arising out of or relating to the construction, meaning, operation, effect or breach of the Agreement, then either party may refer to a sole arbitrator who shall be jointly appointed by both the parties or, in the event that the parties are unable to agree on the person to act as the sole arbitrator within 30 days after any party has claimed for arbitration in written form, by three arbitrators, one to be appointed by each party with power to the two arbitrators so appointed, to appoint a third arbitrator within a period of 30 days from the appointment of the second of the Arbitrator

9.2 The arbitration shall be conducted under the Indian Arbitration and Conciliation Act, 1996 as amended or re-enacted from time to time.

9.3 The governing law for the arbitration shall be Indian Law.

9.4 The proceeding of arbitration shall be conducted in the English language.

9.5 The arbitration shall be held in Mumbai, India.

10. FORCE MAJEURE

Neither the Vendor nor the Purchaser shall be liable to the other for the delay in or failure of their respective obligations under this Agreement caused by occurrences beyond the control of Vendor or Purchaser (as the case may be) due to fire, floods, power cuts, acts of the Public enemy, war, insurrections, riots, strikes, lockouts, sabotage, any law, statute or ordinance, order, action or regulations of the Government or any compliance therewith similar to the above. Either party



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The New India Assurance Co. Ltd.

shall promptly notify the other of the commencement and cessation of such contingency and prove that such is beyond their control and affects the fulfilment of their obligations under this Agreement adversely and if such contingency continues beyond a period of sixty days, the Purchaser may at his option terminate this Contract by giving 10 days notice in writing to the vendor. The respective obligations of the parties shall be extended for the period of Force Majeure provided notices as required above are given in time and the contingency established if so required by the other party.

11. REFUND OF EARNEST MONEY DEPOSIT (E.M.D.)

EMD remitted by the Successful vendor shall be refunded on furnishing the Security deposit and agreement as Specified in Clause 3.0 herein above and after completion of other formalities.

12. ADDITIONAL QUANTITIES

12.1 The Vendor shall be liable to supply additional quantities of hardware items as and when required by the Purchaser Company during the currency of this Contract at the prices specified in the commercial bid to this agreement.

12.2 The Purchaser reserves the right to revise the quantities and delivery schedule, if necessary during the currency of this Contract.

13. JURISDICTION FOR LEGAL PROCEEDINGS

This Agreement shall be subject to the jurisdiction of the Courts in the city of Mumbai only.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals the day and year herein mentioned.

for and on behalf of
The New India Assurance Co. Ltd.

for and on behalf of

Witnesses:

(1) _____

(1) _____

(2) _____

(2) _____