

# High Court of Judicature of Allahabad

## SHORT TERM TENDER NOTICE

### Notice for purchase of UPS (800VA)

Sealed Tenders are invited for the purchase of 17 nos. UPS (800 VA) with 3 years onsite comprehensive warranty as per technical specifications mentioned at instructions/Terms and Conditions for use in High Court of Judicature at Allahabad and its Bench at Lucknow.

The interested firms may submit their sealed proposal in attached proforma along with Earnest Money Deposit (E.M.D.) of **Rs. 2230.00** through Demand Draft in favour of Registrar General, High Court, Allahabad.

Sealed Tenders addressed to Registrar General, High Court, Allahabad in attached proforma must reach **Computer Centre, High Court, Allahabad** latest by **6th March, 2023 upto 2.30 p.m..** Tender shall be opened on **13th, March, 2023 at 4.00 p.m. at Computer Centre.**

Sd/-

Registrar General  
27/02/2023

## **High Court of Judicature at Allahabad**

### **Abridged Tender Notice**

Sealed Tenders are invited for the purchase of 17 nos. UPS (800 VA) with 3 years onsite comprehensive warranty for use in High Court of Judicature at Allahabad and its Bench at Lucknow.

The tender documents and other details are available on the official Website of Allahabad High Court i.e. <http://www.allahabadhighcourt.in> and may be downloaded and used for submitting the tenders along with Earnest Money.

The Registrar General, High Court, Allahabad reserves the right to reject any or all of the tenders so received without assigning any reasons whatsoever.

**Sd/-**  
**Registrar General**  
27/02/2023

# High Court of Judicature of Allahabad

## TENDER DOCUMENT

### Instructions / Terms & Conditions

1. The Registrar General on behalf of High Court Allahabad invites the sealed tender from the interested firms for supply and installation of 17 nos. UPS (800 VA) with 3 years onsite comprehensive warranty for use in High Court, Allahabad and its Bench at Lucknow.
2. Tender once submitted cannot be withdrawn.
3. Sealed Tenders addressed to Registrar General, High Court, Allahabad in attached proforma must reach ***Computer Centre, High Court, Allahabad*** latest by **6<sup>th</sup> March 2023 upto 2.30 p.m.** Any tender received by the Computer Centre after the deadline prescribed in tender document will be returned unopened to the firm.
4. **Tender Validity Period** - Quoted rates should be valid for 120 days from the date of opening of tender.
5. **Scope of Supply** (Tender price to include all cost components): Supply, installation, testing and Commissioning of Goods.
6. The interested firms may submit their sealed tender in attached proforma along with **Earnest Money Deposit (E.M.D.) of Rs. 2,230.00** through Demand Draft payable at Allahabad. A Bid received without Earnest Money or with Earnest Money of lesser value will be out rightly rejected. Earnest Money shall remain valid for a period of 45 days beyond the Tender Validity Period.
7. Earnest money and Performance Bank Guarantee should be in favour of 'Registrar General, High Court, Allahabad'.
8. The successful Tenderer shall have to furnish a Performance Bank Guarantee (PBG) amounting to 5% of total value of the Purchase Order valid for a period of 38 months within 7 days of issuance of Purchase Order by the Hon'ble Court.
9. Quantity fixed for purchase may change as per discretion of Hon'ble High Court.
10. Before the deadline for submission of tender, the High Court may modify the tender documents by issuing addenda. Any addendum thus issued shall be part of the tender documents and same shall be published in the official web-site of the Court.
11. Each page of the tender document shall be typed or written in indelible ink and shall be signed by the representative duly authorized to sign on behalf of the firm.
12. The tender shall contain no overwriting, alterations or additions, except those to comply with instructions issued by the High Court.
13. The Earnest Money of unsuccessful tenderer will be returned at the earliest after the finalization of the tender.
14. The tenders received will be opened in the presence of the firms/representatives who choose to attend at the time, date and place specified in the tender document.
15. **Tender Evaluation Method** – Total value wise evaluation.

16. The High Court will award the Purchase Order to the firm whose tender has been determined to be substantially responsive to the tender document and who has offered the lowest tender price for the supply of items subject to quality.
17. Notwithstanding the above clause, the High Court reserves the right to accept or reject any tender, to extend the date of submission & opening if sufficient no. of bids are not received, to cancel the entire tender process or to reject all tenders.
18. The firm whose tender has been accepted will be informed by letter.
19. All applicable taxes, if any at admissible rate, has to be paid by the successful tenderer.
20. Maintenance Service procedure must be mentioned in the tender document.
21. Tender items will be used by Hon'ble Judges of the High Court thus only well reputed brands having top international rating in performance and service during the whole warranty period, will be acceptable. Tenderer should quote product of top international reputed brands only, any inferior brand will not be acceptable. Buyer reserves the right to select or reject the Tender due to its brand.
22. Buyer reserves the rights to terminate the Tender without assigning any reason thereof at any stage.
23. Buyer has the sole right to set aside any Terms and Conditions for all the Tenderer during Technical Evaluation of the Tender.
24. The quantity of the goods (Hardware / Software) may increase / decrease as per the requirement of the buyer. Further, the repeat order(s) may be issued to the tenderer to supply the same product with same rate within one year.
25. **Force Majeure Clause** - If at any time during the continuance of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God provided notice of happening of such event duly evidenced with documents is given by one party to the other within **21 days** from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate the Contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Buyer as to whether the deliveries have been so resumed or not, shall be final and conclusive, Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding **60 days**, either party may at its option terminate the contract provided also that the Buyer shall be at liberty to take over from the Seller at a price to be fixed by Buyer, which shall be final, all unused, undamaged and accepted material, bought out components and Goods in course of manufacture in the possession of the Seller at the time of such termination or such portion thereof as the Buyer may deem fit excepting such materials, bought out components and Goods as the Seller may with the concurrence of the Buyer elect to retain.
26. **Delivery, Installation, Warranty, Complaint Redressal and Penalty**
  - a) The delivery of goods of present tender shall be made strictly **within 21 days** from the issuance of the Purchase Order.

- b) If the Seller fails to deliver any or all of the goods within the original/re-fixed delivery period(s) specified in the Tender, the Buyer will be entitled to deduct / recover the Penalty for the delay, unless covered under aforesaid Force Majeure conditions.
- c) The goods shall be delivered free on board at premises of the Purchaser / Consignee in good condition on working days during office hours.
- d) The Purchaser/Buyer shall have right to inspect the goods at the time of delivery by itself or by any agency nominated by it. The tenderer shall extend all facilities for the inspection / testing of the goods at the premises of either at buyer or tenderer / OEM at the discretion of the purchaser. If it is found that the delivery is not as per terms of the Purchase Order, the purchaser may refuse to take delivery of the same and shall be at liberty to take action as per the agreement / contract / purchase order.
- e) In case of delayed delivery of goods except for Force Majeure cases, the Seller shall be penalised by the Buyer for every week of delay, penalty amounting to 2% of the total value of the items whose delivery has been delayed. Any fractional part of a week is to be considered a full week. Fractional delivery of any item will be considered as non delivery and will be penalised accordingly. In case, delay in delivery is beyond four weeks, the Purchase Order may be canceled and penalty amounting to 50% of Performance Bank Guarantee (PBG) value will be levied at the discretion of Purchaser.
- f) In the event of failure to supply whole or part of the Purchase Order items as per terms and conditions, the Performance Bank Guarantee or Earnest Money so deposited by the tenderer shall be forfeited and other legal action may also be initiated. Further, the tenderer may be blacklisted from participating in the further tender(s) of the High Court for 5 years.
- g) All penalties shall be recovered from any current / running bills of the tenderer or by Performance Bank Guarantee (PBG). Penalty shall be deducted with applicable taxes.
- h) The warranty period shall commence post delivery; Installation, Testing and Commissioning of goods at Consignee location.
- i) **Post Delivery** - Installation, Testing and Commissioning of items supplied shall be completed by the tenderer within 3 days from the date of supply at consignee location. In case of delay in installation, testing and commissioning, a penalty at the rate of 1% per week of the total value of order or the actual cost of billing or part thereof, as the case may be, shall be imposed by the purchaser at its discretion and shall be recovered from payment due to the tenderer including Performance Bank Guarantee furnished.
- j) **Post installation** - Onsite support needs to be provided by the successful tenderer / OEM for entire warranty period. Tenderer / OEM shall provide priority service and provide an exclusive Telephone / Mobile number and email id to monitor the complaints registered by the Hon'ble High Court, Allahabad against all the supplied items. The successful tenderer will have to provide contact numbers of service engineers for both at Allahabad and Lucknow.

- k) The service engineer will required to visit the premises of the High Court Allahabad and its bench at Lucknow or at any other site communicated to the tenderer to diagnose the issue and take immediate actions to get the issue resolved. It will be the sole responsibility of the tenderer / OEM that he will take all the necessary actions to attend the complain with maximum response time of 24 hours and will log the complain with the OEM, if required. Any delay in service engineer visiting the communicated site within 24 hours (excluding the gazetted holidays and Sundays) will entitle the High Court/Buyer to penalise the tenderer / OEM at the rate of Rs. 50/- per item per day for UPS (800 VA).
- l) Complaints needing replacement of spare parts shall be resolved within 3 business days. If any complaint requiring parts replacement is pending for more than 3 business days, it will entitle High Court/Buyer to penalize the tenderer / OEM for delay at the rate of Rs. 50/- per item per day for UPS (800 VA), from the date of complain being first reported to the tenderer / OEM.
- m) Any delay in replacement of spare part or dilly dallying for replacing the spare part during entire warranty period, by providing ambiguous software solutions viz. resolving the issue through software updates etc. and if the same problem re-occurred with 3 days from the date of resolution of earlier complaint reported to the tenderer / OEM, will entitle High Court / Buyer to penalize the tenderer / OEM at the rate of Rs. 100/- per item per day for UPS (800 VA).
- n) Tenderer / OEM will have to send a service engineer to the communicated site on the same day of the receipt of complaint through telephone / mobile number / email id. Tenderer must provide dedicated telephone / mobile number and email id, the same must be monitored by the competent person at tenderer end. No leniency with regard to calls going unreceived or emails being unread shall be accepted and penalty for delay in providing service will be enforced as mentioned above.
- o) In the event of failure to supply whole or part of the Purchase Order items as per terms and conditions, the Performance Bank Guarantee or Earnest Money so deposited by the tenderer shall be forfeited and other legal action may also be initiated. Further, the tenderer may be blacklisted from participating in the further tender(s) of the High Court for 5 years.

## 27. Technical Specifications :

**Table-‘A’**

### **Technical Specification for supply of 800 VA UPS**

<b>Parameter</b>	<b>Specification</b>
Rated power in VA	800 VA
Rated power in Watt	480 Watt or higher
UPS Type	Line Interactive
Cabinet Type	UL Standard Flame retardant
Output Wave Type	Stepped approximation to a sine wave
Type of Battery	SMF-VRLA
Brand of Battery	Same brand as UPS or any other well reputed brand having similar technical specification and good performance record in long run.

Rated Output (Volt)	Single Phase 230 Volt AC, 50 Hz.
Inverter Efficiency (%)	60 % or higher
UPS output socket	Minimum 4 nos. Indian Standard Outlets (3-Pin 5 Amp.)
UPS input power cable	Power cable having Indian Socket 3-Pin 5 Amp.
Battery Location	Inside UPS Cabinet
Battery Backup time (minute)	Minimum 10 minutes backup on full resistive load
Total Harmonic Distortion (%)	Maximum 40 %
Input Range (Volt)	Single phase Sine Wave (170 – 280 Volt)
Input Frequency (Hz)	50 Hz
Switching over time (milli second)	Maximum 10 milli second
Overload Time (minute)	10 minutes or higher
Load Power Factor	0.6 or higher
Variation in AVR output in AC mode (%) AVR (voltage regulation) output voltage in AC mode	230 Volts +/-9%, 50 +/- 3 Hz.
Overload (%)	10 % or higher
Variation in output voltage in battery mode (%) (UPS output voltage in battery mode)	230 Volts +/- 10%
Variation on output frequency in Battery mode (Hz)	Maximum 0.5
Protection against (over discharge) discharge per 12 V Battery (Volt)	10.5 Volt
Protection for outside input voltage range (If Input voltage goes outside the permissible input voltage range, UPS shall switch over to battery mode)	Yes
Protection against short circuit	Yes
Protection for over voltage and over load	Yes
Cold Start	Yes
Generator Compatibility	Yes
Audible noise at 1 meter from surface of unit	Maximum 45 dBA
Protection	Short Circuit, Surge / Spikes, Under / Over voltage, Overload etc.
Indicator	On mains / Mains Fail / On Battery / Low Battery / Fault / Overload etc.
Alarm	Overload / Mains failure / Low battery / Fault etc.
Certifications	BIS etc.
Warranty	3 years onsite comprehensive warranty on UPS and batteries

High Court of Judicature of Allahabad

For purchase of 17 nos. UPS (800 VA)

General Information

1.	Name of the firm	
2.	Full address of firm along with  Contact Person  Telephone no.  Fax no.  E-mail address:	
3.	Income Tax Registration no. with place (Copy enclosed)	
4.	GST No. and related details (Copy enclosed)	
5.	Kindly mention and enclose at least two purchase Order.	
6.	Any other information you feel necessary (Separate sheets may be used if required)	
7.	Name of Brand/make quoted  a) UPS (800 VA)	
8.	Procedure for maintenance call registration and solution (Separate sheets may be used if required)	
9.	OEM authorization certificate (Copy enclosed)	
10.	Details of earnest money attached. (i) Amount Rs.  (ii) Bank Draft No.  (iii) Bank Draft issuing date  (iv) Drawn on (Bank)	(i) Rs.  (ii)  (iii)  (iv)
11.	Others	



## High Court of Judicature of Allahabad

**For purchase of 17 nos. UPS (800 VA) with 3 years onsite comprehensive warranty on UPS and batteries**

### Technical Sheet

Parameter	Specification	Remarks
Make/Brand		
Model		
Rated power in VA	800 VA	
Rated power in Watt	480 Watt or higher	
UPS Type	Line Interactive	
Cabinet Type	UL Standard Flame retardant	
Output Wave Type	Stepped approximation to a sine wave	
Type of Battery	SMF-VRLA	
Brand of Battery	Same brand as UPS or any other well reputed brand having similar technical specification and good performance record in long run.	
Rated Output (Volt)	Single Phase 230 Volt AC, 50 Hz.	
Inverter Efficiency (%)	60 % or higher	
UPS output socket	Minimum 4 nos. Indian Standard Outlets (3-Pin 5 Amp.)	
UPS input power cable	Power cable having Indian Socket 3-Pin 5 Amp.	
Battery Location	Inside UPS Cabinet	
Battery Backup time (minute)	Minimum 10 minutes backup on full resistive load	
Total Harmonic Distortion (%)	Maximum 40 %	
Input Range (Volt)	Single phase Sine Wave (170 – 280 Volt)	
Input Frequency (Hz)	50 Hz	
Switching over time (milli second)	Maximum 10 milli second	
Overload Time (minute)	10 minutes or higher	
Load Power Factor	0.6 or higher	
Variation in AVR output in AC mode (%) AVR (voltage regulation) output voltage in AC mode	230 Volts +/-9%, 50 +/- 3 Hz.	
Overload (%)	10 % or higher	
Variation in output voltage in battery mode (%) (UPS output voltage in battery mode)	230 Volts +/- 10%	

Variation on output frequency in Battery mode (Hz)	Maximum 0.5	
Protection against (over discharge) discharge per 12 V Battery (Volt)	10.5 Volt	
Protection for outside input voltage range (If Input voltage goes outside the permissible input voltage range, UPS shall switch over to battery mode)	Yes	
Protection against short circuit	Yes	
Protection for over voltage and over load	Yes	
Cold Start	Yes	
Generator Compatibility	Yes	
Audible noise at 1 meter from surface of unit	Maximum 45 dBA	
Protection	Short Circuit, Surge / Spikes, Under / Over voltage, Overload etc.	
Indicator	On mains / Mains Fail / On Battery / Low Battery / Fault / Overload etc.	
Alarm	Overload / Mains failure / Low battery / Fault etc.	
Certifications	BIS etc.	
Warranty	3 years onsite comprehensive warranty on UPS and batteries	

High Court of Judicature of Allahabad

Financial Sheet

For 17 nos. UPS (800 VA) with 3 years onsite comprehensive warranty for use in High Court, Allahabad and its Bench at Lucknow

Sl. No.	Name of Brand/make with Model No.	Unit Price (in Rs.)	Quantity (in nos.)	Total (in Rs.)
1	UPS (800 VA)  Make/Brand - Model No. - Warranty - 3 years onsite comprehensive warranty on UPS and batteries		17	
	GST			
	TOTAL			

Total value of the tender in words : Rupees\_\_\_\_\_.

(Above quoted rates are valid for 120 days from the date of opening of tender)

(Signature of Tenderer with Stamp and date)