

No.D-19016/02/2012-Gen.I

Government of India
Planning Commission

Yojana Bhavan, Sansad Marg,
New Delhi, Dated 05 December, 2012.

TENDER NOTICE

Sealed bids are invited from reputed/experienced firms/companies for Annual Maintenance Contract for repair and maintenance of (as per Annexure-II, III & IV) UPS "As on Where Basis" in Planning Commission. The Term and Conditions are at Annexure-I.

2. The bids duly filled in proforma at Annexure-II, III & IV, signed copy of tender documents (including Terms & Condition at Annexure-I) and earnest money deposit of Rs. 50,000/- (Rupees Fifty Thousand Only) in the form of Demand Draft/Pay Order drawn in favour of Pay and Account Officer, Planning Commission, payable at New Delhi shall be kept in a sealed envelope and dropped in the Tender Box kept at the Reception Area, Yojana Bhavan, New Delhi from 07.01.2013 to 10.01.2013 during office working hours and upto 3.00 PM on 11.01.2013. **Tenders received after due date and time will not be accepted under any circumstances.**

3. Complete Tender Document may be downloaded from the website of the Planning Commission (www.planningcommission.gov.in) or (<http://eprocure.gov.in/epublish/app>).

4. The bids shall be opened at 3.30 p.m. on 11.01.2013 in room no. 344. Yojana Bhawan, Sansad Marg, New Delhi by a Tender Evaluation Committee constituted for this purpose in the presence of such tenderers or their authorized representatives who may wish to be present.

5. Corrigendum related to this tender will be published on the websites mentioned at para 3 above.

J. Sriram Murthy
(J. Sriram Murthy)
Under Secretary to the Govt. of India
Tel.: 23042500

To

✓ Director(C & I), Planning Commission with the request to upload the Tender Notice in the Planning Commission's Website.

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Terms and Conditions

1. The AMC of UPS is "as on where basis" whether operational or not in use hence participating firms/agencies' may visit the location in Yojana Bhavan, Parliament Street, New Delhi for inspection before quoting the bid.
2. The bidding firm should be authorized business partner of Liebert, Uniline and Numeric UPS System and shall also enclose authorized letter from the respective UPS Company.
3. The firm should be in a position to maintain the UPS (Liebert, Uniline and Numeric make) installed at Yojana Bhavan, Sansad Marg, New Delhi as per specifications mentioned in the enclosed Annexure-II, III & IV.
4. The bidder should have minimum two years of experience for maintenance of liebert, Uniline and Numeric UPS in Central Govt./State Government/Public Sector undertaking/autonomous bodies etc. Self attested copies of work orders/contracts shall be enclosed with the bid.
5. Earnest Money Deposit in the form of Pay Order/Bank Draft of Rs.50,000/- (Rupees Fifty Thousand only) drawn in favour of "Pay & Accounts Officer, Planning Commission" has to be submitted by the bidders alongwith the bid. The bids received without the EMD money will be considered as unresponsive and rejected outrightly. No interest will be payable on EMD. It will be returned to unsuccessful bidder after award of contract to successful bidders and to the successful bidder after submission of performance security.
6. The contract period will be of one year from the date of award of the contract, however, contract can be renewed upto maximum period of 3 years on half yearly/annual basis on the same terms and conditions subject to satisfactory performance of the contractor.
7. Government taxes as applicable from time to time shall be payable by this office. The bill raised by the firm should have all tax registration numbers printed in the bill. Copy of PAN and registration of service tax should be enclosed. Validity of the tax registration shall be the sole responsibility of the bidding firm.
8. Tenders incomplete in any form are liable to be rejected.
9. Planning Commission reserves the right to reject any or all the tenders without assigning any reason (s).

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10. The Firms/Contractors/Suppliers/anybody-whose services were terminated by the Planning Commission before the expiry of the contract are not eligible to participate in the bid for a period of 3 years from the date of termination of the contract. An undertaking in this regard is required to be submitted.
11. In case the successful bidder declines the offer of contract for whatsoever reason(s), the Earnest Money (EMD) would stand forfeited.
12. The successful bidder shall submit the performance security money @ 10% of contract value in the form of fixed deposited receipt/bank guarantee hypothecated in favour of Pay and Accounts Officer, Planning Commission which shall remain valid for a period of 60 days beyond the completion of AMC.
13. **Correction, over-writing in the financial bid is not permissible. Every sheet of the tender document and the terms and conditions shall be signed and stamped by the authorized signatory of the bidding firm in token of acceptance of the terms and conditions.**
14. The Competent Authority in Planning Commission reserves the right to accept/reject any of the bids or cancel the tender process at any time without assigning any reason.
15. UPS shall mean the equipment which forms a part of the Uninterrupted Power Supply.
16. Service of the contractor refers to trouble shooting, repairs and/or replacement of spares at site including preventive maintenance.
17. The contractor will submit half yearly bills along with the preventive maintenance report from NIC to Planning Commission.
18. The contract value shall be payable on half yearly basis on pro-rata basis on satisfactory completion of maintenance for half year.
19. Preventive Maintenance services must be done on any off-day/holiday so that the services should not be stopped unless there is some problem for which down-time is required.
20. The contractor would provide necessary tools and instruments to its service engineers for the purpose of servicing the equipment covered under the contract.
21. The firm shall provide both services and spares for the maintenance of UPS.
22. Replacement of batteries are not included in this contract. For new replacement, cost of batteries would be paid by Planning Commission.
23. If the batteries becomes defective due to non-performance of the UPS system, the contractor would replace the battery/batteries free of cost.

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24. All complaints including replacement of parts shall be rectified at the earliest, maximum in two hours time. If the UPS is down beyond 36 hrs. penalty @ Rs. 1000/- per complaint will be imposed on the contractor.
25. The service personnel will visit the installation site for preventive maintenance & checking of the UPS systems quarterly. If the service personnel do not visit the site quarterly for preventive maintenance, penalty @ Rs.5000/- per UPS will be imposed on the contractor.
26. The Company/Firm/Agency should enclose an undertaking that the Company/Firm/Agency has not been blacklisted by any Ministry/Department/Organization of the Central government/State Government and any Public Sector Undertaking.
27. Apart from the preventive maintenance visits, any break down call in between, emanating from the user will also be attended to by the contractor.
28. The Company/Firm/Agency should have its own Bank Account, TIN Number, PAN Card. Copies of letter from bank stating that account is being maintained by the Company/Firm/Agency alongwith details like account number/s, TIN number and PAN card should be enclosed with the bid.
29. The cost of all the spares that are replaced in the UPS system will be covered under the AMC during AMC period. If the contractor fails to undertake repair/servicing of UPS systems, the same will be repaired/services by third party at the cost and risk of the contractor besides annulment of the contract.
30. In case, the contractor shows its inability at any stage during the period of AMC for whatsoever reason(s), the performance security deposit would be forfeited.
31. Planning Commission will make no advance payment.
32. In case of violation of any terms and condition of the contract and un-satisfactory services of the contractor its performance security will liable to be forfeited.
33. The contractor will be awarded to that bidder whose total rate (including taxes) in Category-wise will be lowest. The decision of the Competent Authority, Planning Commission will be final.
34. Any controversy or dispute arising out of this contract shall be referred to the sole arbitration of the HoD, Planning Commission, New Delhi or to any officer nominated by him. There shall be no bar to the reference of dispute to the arbitrator or such an officer as is nominated by the HoD even though the said officer is an employee of the Planning Commission, New Delhi might have dealt with the matter earlier or expressed his opinion thereon. In case the arbitrator to whom the matter earlier is originally referred to is transferred or vacates his office or is unable to act for any reasons, the

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HoD shall be competent to appoint another person as arbitrator, who shall be entitled to proceed with the reference, from the stage at which it was left by his predecessor. No person other than the one nominated by the HoD shall act as arbitrator. The decision of the HoD or the officer nominated by him shall be final and binding on the party/parties. The limitation for filing claim for arbitration is 90 days from the date of expiry of the contract period and in case no claim is filed within this period, it shall be presumed that there is no claim.

35. Subject to the above, the provisions of the Arbitration Act, 1996 or any statutory modification or enactment thereof and rules made there under and for the time being in force, shall apply to arbitration proceedings under this Clause.
36. The arbitrator may from time to time extend the time for making and publishing the award. He may do so without any need for obtaining the consent of the parties to the dispute.
37. Any notice/direction given to the Second Party under the terms of this agreement shall be considered to be duly served if the same have been delivered to, left for or dispatched by Registered Post to the Second Party at his last known address. Any notice to be given to the First Party shall be considered as duly served if the same is delivered to, left or dispatched by the Registered Post at his last known address. Any notice so posted shall be prima facie proof of service at the expiration of the time in which it reaches in the ordinary course of post.

J. Sriram Murthy
(J. Sriram Murthy)

Under Secretary to the Govt. of India

Terms and Conditions are acceptable

Place:-

Date :-

(Authorized Signatory)

(Signature of the tenderer with seal in
token of acceptance of the terms & conditions)

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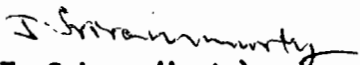
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Quotations for AMC of UPS

Sl. No.	Description of UPS	Quantity	Unit Price	Total Price	Tax if any	Total including taxes
1.	5 KVA Uniline Make	3				
2.	10 KVA Uniline Make	1				
3.	5 KVA APC Make	3				
Total contract value (in words & figures)						

Signature,
Name and Seal of authorized
signatory of the firm/company

Dated:


(J. Sriram Murty)
Under Secretary to the Govt. of India

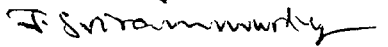
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Quotations for AMC of UPS

Sl. No.	Description of UPS	Quantity	Unit Price	Total Price	Tax if any	Total including taxes
1.	10 KVA Numeric Make	1				
2.	30 KVA Numeric Make	2				
Total contract value (in words & figures)						

**Signature,
Name and Seal of authorized
signatory of the firm/company**

Dated:


(J. Sriram Murty)
Under Secretary to the Govt. of India

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Quotations for AMC of UPS

Sl. No.	Description of UPS	Quantity	Unit Price	Total Price	Tax if any	Total including taxes
1.	30 KVA Tata Liebert Make (7400M)	1				
2	60 KVA Tata Liebert Make (7400M) with 2 nos of battery bank) 34 nos batteries Emerson make	2				
Total contract value (in words & figures)						

**Signature,
Name and Seal of authorized
signatory of the firm/company**

Dated:

J. Sriram Murthy
(J. Sriram Murthy)
Under Secretary to the Govt. of India