

No. D-19016/20/2008-Gen. I  
Government of India  
Planning Commission  
General Branch-I

Yojana Bhavan, New Delhi  
Dated : 30.7.09.

**TENDER NOTICE**

Planning Commission invites sealed quotations for AMC of UPS system installed at Yojana Bhawan, Sansad Marg, New Delhi as per specifications mentioned in the enclosed Annexure I.

2. Complete tender document may either be downloaded from the website of the Planning Commission ([www.planningcommission.gov.in](http://www.planningcommission.gov.in)) or collected from General Branch-I, Room No. 443, Yojana Bhavan, New Delhi on any working day between 3.30 PM to 4.30 PM.
4. Bidders may send their sealed quotation to this Commission in the enclosed Annexure -I.
4. Bidders are advised to study the Bid Document carefully before submitting the bid. **Bids not complying with all the given clauses in this tender document are liable to be rejected.** Failure to furnish all information required by the tender Document will be at the bidders risk and may result in the rejection of the bid.
5. The envelope should be addressed to the Under Secretary (G I), Planning Commission, Yojana Bhawan, Sansad Marg, New Delhi and superscribed as "**Tender for AMC for UPS Systems**", so as to reach latest by 3.00 P.M. on 18.8.09. The quotation should either be sent by registered post at the above mentioned address or dropped in the Tender Box marked for this tender and placed at Reception Area of Yojana Bhawan, New Delhi by the stipulated date and time. The quotation dropped in any other box shall not be considered.
7. Any bid received after the prescribed date and time for submission of bids will be summarily rejected and returned unopened to the bidder. Planning Commission shall not be responsible for any postal delay or non-receipt/non-delivery of the documents. No further correspondence on this subject will be entertained.

  
(Mrs. Pramila Mathur)  
Section Officer (Gen.I)

Copy to ✓ Soochan Dwar with the request to place the same on Planning Commission's Web-site.

*Send  
update on 31/7/09.*

### Terms and Conditions

38. **The bidder firm should be authorized business partner of Emerson Network Power India Pvt. Ltd (Liebert) UPS system and should also enclose authorization letter from Emerson Network Power India Pvt. Ltd (Libert) UPS system.**
39. The firm should be in a position to maintain the UPS (Liebert) make installed at Yojana Bhawan, Sansad Marg, New Delhi as per specifications mentioned in the enclosed Annexure-I .
40. Rates should be quoted for the required AMC of UPS systems as mentioned in the enclosed Annexure I and can either be sent to "The Under Secretary (GI) Room No. 411, Yojana Bhavan, Sansad Marg, New Delhi-110001" or dropped in the tender Box kept at Reception Area of Planning Commission. The last date for receipt of quotation is 18.8.09 at 3.00 p.m. and quotations will be opened at 4.00 p.m. on the same day in the presence of those tenderers or their authorized representatives who may wish to be present.
41. Tenders on company's letter head alongwith a Pay Order/Banker's Cheque of Rs.15,000/- drawn in favour of "**Pay & Accounts Officer, Planning Commission**" towards Earnest Money Deposit should be submitted. Pay Order/Banker's Cheque drawn in favour of any officer other than **Pay & Accounts Officer, Planning Commission, New Delhi**", will not be accepted and the tender will be rejected. The EMD (without interest) will be returned after finalization of the contract.
42. **Any tender that is received without the EMD money will be rejected.** Tender received after specified time and date will not be accepted.
43. The contract period will be of one year, however, contract can be renewed yearly for another 2 years on mutually agreed terms and conditions , provided Planning Commission is satisfied with the services of the contracted firm.
44. Either party is entitled to terminate the contract in writing if the other party commits a breach of terms and conditions and fails to remedy such breach within 15 working days of being brought to the attention of the other party. In such an event, the AMC charges should be applied on prorata basis up to termination date and any balance due/excess paid shall be paid/refunded.
45. 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 Firm.
46. Tenders incomplete in any form are liable to be rejected.
47. Planning Commission reserves the right to reject any or all the tenders without assigning any reason.
48. If any dispute(s) arises between Planning Commission and the firm with reference to the AMC of UPS System , Planning Commission will decide it and its decision will be binding on the Firm.
49. In case the successful bidder declines the offer, for whatsoever reason(s), the earnest money (EMD) would stand forfeited.
50. The successful bidder should submit the Fixed Deposit as security money hypothecated to Planning Commission which should remain valid for a period

51. The quoted price should clearly indicate the details of taxes separately otherwise it will be assumed that the quoted prices are inclusive of tax.
52. Correction over-writing in the tender document 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 Firm.
53. The competent authority in Planning Commission reserves the right to accept/reject allow any of the bids, or cancel the tender process at any time without assigning any reason.
54. UPS shall mean the equipment which forms a part of the Uninterrupted Power Supply.
55. Service of the firm refers to trouble shooting, repairs and/or replacement of spares at site including preventive maintenance.
56. The contract value shall be payable on half yearly basis on satisfactory completion of maintenance for half year.
57. The Firm will submit half yearly bills along with the preventive maintenance report.
58. Maintenance Services will be rendered by the Firm during working hours on working days as applicable to the respective site.
59. No work will be undertaken on holidays and beyond office hours on any day except by prior arrangement.
60. Any extra accessories required for the use of UPS's will be charged on actuals to Planning Commission.
61. Preventive Maintenance will consists of measures as necessary to maintain the equipment in a proper operating system and includes functional checking, necessary adjustments etc., During the preventive maintenance checking, the UPS systems will be cleaned and general performance checked.
62. The firm would provide necessary tools and instruments to their Service Engineer for the purpose of servicing the equipment covered by the contract.
63. Replacement of any missing/stolen parts in the UPS's and batteries will be charge to Planning Commission on actuals.
64. The Firm shall provide both services and spares for the maintenance of UPS.
65. Replacement of batteries are not included in this contract. For new replacement, cost of batteries upto the destination would be paid by Planning Commission.
66. If the batteries becomes defective due to non-performance of the UPS system, the firm would replace the battery/batteries free of cost.
67. All faults including replacement of parts shall be rectified within a maximum period of 36 hours. If the UPS is down beyond 36 hours penalty shall be payable by the Firm as decided by the Planning Commission.
68. The service personnel will visit the installation site for preventive maintenance checking of the UPS System, at least twice a year. If the firm's service personnel have not visited the site even once during the half year for preventive maintenance, penalty of Rs. 100 per system will be payable by the firm.
69. Apart from the preventive maintenance visits, any break down calls in between, emanating from the user will also be attended to.
70. The cost of all the spares that are replaced in the UPS system will be covered under the AMC during AMC period. The old parts removed from the UPS will become the property of the Firm.

71. The contract will be considered null and void if Planning Commission permits third party to undertake repair/servicing unless permitted by the firm in writing.
72. In case, the successful bidder shows inability at any stage for whatsoever reasons(s), the performance security deposited would be forfeited.
73. Planning Commission will make no advance payment.
74. In case violation of any terms & condition is noticed and if the services are found unsatisfactory performance security can be forfeited at the discretion of the competent authority.



(Mrs. Pramila Mathur)  
Section Officer (Gen.I)

**Terms and Conditions are acceptable.**

Date :

(Authorized Signatory)

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

**Annexure – I**

Sr.No.	Description of Items	Quantity	Unit	Price	Total
i.	30 KVA UPS (Libert) system (7400M)	One			
ii	60 KVA UPS (Libert) (7400M) system (with 2 Nos. of Battery Bank), 34 Nos. Batteries Emerson Make.	Two			

Signature  
Name and Office Seal