

**Bid Document
for Comprehensive Annual
Maintenance Contract (AMC) Of Emerson make UPS System installed at
National Disaster Management Authority
at Delhi**

Open Tender No.D-31016/4/2012-Gen.

(September 2014)

**Government of India
NATIONAL DISASTER MANAGEMENT AUTHORITY
A-1, Safdarjung Enclave.
New Delhi -29**

**(Visit us at www.ndma.gov.in)
(Not transferable)
Price: Rs.200/- only
F.No. D-31016/4/2012-Gen.**

(No. of Pages:27)

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SECTION – I

NATIONAL DISASTER MANAGEMENT AUTHORITY
A-1, Safdarjung Enclave. New Delhi -29

No. D-31016/4/2012-G&C. Dated – 22. 09.2014

NOTICE INVITING TENDER

Office of Issue : National Disaster Management Authority, General
Section, A-1 Safdarjung Enclave, New Delhi-110029,
Date of issue of Bid document : 22.09.2014.
Tender No. : F.No.D-31016/4/2012-G&C
Tender Forms Available From : on the NDMA website (ndma.gov.in)
Due date of Receipt : up to 27.10.2014, Time 15.30 Hrs.
Date of opening Technical Bid : 27.10.2014, Time 16.00.Hrs.
Date of opening Financial Bid : to be intimated later

On behalf of National Disaster Management Authority, sealed tenders are invited under two bid systems for Comprehensive Annual Maintenance of UPS including all parts, labour and travel charges (except batteries) at the Office located mainly at NDMA Bhawan, Safdarjung Enclave , New Delhi for the period two years.

Vendor Eligibility Conditions: -

(i) The firm should be in existence for over five years in the trade with the maintenance business of UPS system. The bidders' turnover in terms of earning within India during the last two financial years i.e. 2012-13 & 2013-14 should be Rs. 10 lakh or higher each year from UPS AMC related services and should be supported by documentary evidence.

(ii) The firm must have previous experience in maintaining in Government organization/PSU during the last two years and performance certificate from the existing clients (organization) must be attached (minimum – one).

(h) Income Tax Return with PAN

(i) Certificate of Incorporation / Firm Registration Certificate

(j) Article of Memorandum of Association / proprietorship deed certificate

Bidders shall have to deposit bid security of Rs. 15,000/- (Rs Fifteen Thousand only) in the form of Demand Draft on any scheduled bank at Delhi in favour of DDO, NDMA, New Delhi-29 along with the bid.

Intending eligible bidders may obtain a copy of the bid document from the website ndma.gov.in and bid fee for Rs. 200/- (Rs Two hundred only) (non refundable) will be enclosed along with the bid in the form of crossed Demand Draft on any scheduled Bank at Delhi/ New Delhi drawn in favour of "DDO, NDMA, Delhi-29.

Partha Kansabanik
Under Secretary (General)
National Disaster Management Authority,
A-1 Safdarjung Enclave,
New Delhi-110029,
Phone No. 24601796

SECTION - II
INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. DEFINITIONS:

- (a) "The NDMA" means the National Disaster Management Authority.
- (b) "The Bidder" means the individual or firm who participates in this tender and submits its bid.
- (c) "The Supplier" means the individual or firm or AMC Vendor providing the services under the contract.
- (d) "The Goods" means the services which the vendor is required to provide all the equipments, machinery, or other materials which the Supplier is required to supply to the NDMA under the contract.
- (e) "The Advance Work Order"(AWO) means the intention of NDMA to place the Work Order on the bidder.
- (f) "The Work Order" means the order placed by the NDMA on the Supplier signed by the NDMA including all attachments and appendices thereto and all documents incorporated by reference therein. The Work Order shall be deemed as "Contract" appearing in the document.
- (g) "The Contract Price" means the price payable to the Supplier under the Work Order for the full and proper performance of its contractual obligations.
- (h) The Comprehensive Maintenance Contract, herein after called Annual Maintenance contract, or AMC in short, shall be for the diagnosis and rectification of faults in the UPS system and its accessories (except batteries), etc. It shall be the executive responsibility of the vendor to provide appropriate device drivers and solutions for UPS systems under AMC.
- (i) The selected bidder herein after called as AMC vendor, will undertake to provide service/ maintenance of the UPS systems and maintenance to NDMA in the presence of Section Officer(Gen.), NDMA at the locations of Hardware and Software products, subject to the terms and conditions contained in the contract for which an agreement prescribed by NDMA has to be signed.

2. ELIGIBLE BIDDERS:-

This invitation for bids is open to:

- (i) The firm should be in existence for over five years in the trade with the maintenance business of UPS system. The bidders' turnover in terms of earning within India during the last two financial years i.e. 2012-13 & 2013-14 should be Rs. 10 lakh or higher each year from UPS AMC related services and should be supported by documentary evidence.
- (ii) The firm must have experience in maintaining in Government organization/PSU during the last two years and performance certificate from the existing clients (organization) must be attached (minimum – one).
- (iii) Income Tax Return with PAN
- (i) Certificate of Incorporation / Firm Registration Certificate
- (j) Article of Memorandum of Association / proprietorship deed certificate

3. COST OF BIDDING:

The bidder shall bear all costs associated with the preparation and submission of the bid. The NDMA, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. THE BID DOCUMENTS:

4. BID DOCUMENTS:

4.1 The services required, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents include:

- (a) Tender Notice
- (b) Instruction to Bidders
- (c) General (Commercial) Conditions of the Contract
- (d) Schedule of Requirements
- (e) List of items to be maintained/supplied
- (f) Format for Contract form
- (g) Format for Bid Form
- (h) Format for Performance Security Bond Form
- (i) Format for Letter of authorization to attend bid opening
- (j) Price Schedules
- (k) The check list

4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid at the technical bid opening stage.

5. CLARIFICATION OF BID DOCUMENTS:

A prospective bidder, requiring any clarification of the Bid Documents shall notify the NDMA in writing at the NDMA's mailing address indicated in the Invitation for Bids. The NDMA shall respond in writing to any request for clarification of the Bid Documents, which it receives not later than one week prior to the date for the submission of bids. Copies of the query (without identifying the source) and clarifications by the NDMA shall be sent to all the prospective bidders who have received the bid documents.

6. AMENDMENT OF BID DOCUMENTS:

6.1 At any time, prior to the date of submission of bids, the NDMA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.

6.2 The amendments shall be notified in writing or by Fax or by e-mail to all prospective bidders on the address intimated at the time of purchase of bid document from the NDMA and these amendments will be binding on them.

6.3 In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their bids, the NDMA may, at its discretion, extend the deadline for the submission of bids suitably.

C. PREPARATION OF BIDS

7. DOCUMENTS COMPRISING THE BID:

The bid prepared by the bidder shall comprise of **(1) The Technical bid and (2) Financial bid:**

7.1 The Technical Bid shall contain the following documents. The documents shall be arranged in the same order as mentioned below with the checklist being on the top.

- (a) The check list **[as per annexure-VI].**
- (b) Authorization letter for the bid opening **[as per Annexure-IV]**
- (c) Bid Security in the form of bank draft for Rs. 15,000/- **[as per section-I]**
- (d) Clause by Clause compliance demonstrating substantive responsiveness to the commercial conditions by signing and stamping on all the pages of the original bid document No.F.No.D-31016/4/2012-G&C (containing __ pages) by the authorized person/persons. **[as per clause 11.2 of section II]**
- (e) Documentary evidence regarding Annual Turnover of more than Rs. 10 Lakh or higher each year from UPS AMC related services. **[as per clause 10.1 section II]**
- (f) Income Tax Return with PAN **[as per clause 10.1 section II]**
- (g) Certificate of Incorporation / Firm Registration Certificate **[as per clause 10.1 section II]**
- (h) Article of Memorandum of Association / proprietorship deed certificate **[as per clause 10.1 section II]**
- (i) The firm must have experience in maintain in Government organization' PSU during the last two years and performance certificate from the existing clients (organization) must be attached(minimum-one). **[as per clause 2(i) section II]**
- (j) The firm must enclose the bank details of the firm**[as per clause 12.8 section II].**

7.2 The Financial Bid shall contain:

- (a) The check list **[as per annexure-VII]**
- (b) Bid Form **[as per annexure-II]**
- (c) Price Schedule **[as per annexure-V]**

Note: All the documents submitted (whether original or photocopy) in the bid must be legible, otherwise the bid is likely to be rejected.

8. BID FORM:

The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Documents as per Annexure II and Annexure V.

9. BID PRICES:

9.1 **The bidder shall give the price excluding taxes** and the price need to be individually indicated against item it proposed to maintain under the contract as per price schedule given in annexure-V. Rate quoted shall inclusive of all charges like supervisory charges, accommodation charges and local travelling charges if any. The offer shall be firm in Indian Rupees. No foreign exchange will be made available by the NDMA.

9.2 The Rates quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation is likely to be treated as non-responsive and rejected. If the bidder quotes two rates under different options, the lowest rate will be taken into account.

9.3 **“DISCOUNT”**, if any, offered by the bidders **shall not be considered** unless they are specifically indicated in the price schedule. **Bidders desiring to offer discount** shall therefore modify their offers, suitably while quoting and **shall quote clearly net price taking all such factors like Discount, free supply, etc. into account.**

9.4 The price approved by the NDMA for award of AMC will be inclusive of all taxes and levies.

10. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

10.1 The bidder shall furnish, as part of his bid documents establishing the bidder's eligibility, all the following documents or whichever is required as per terms and conditions of bid documents.

(i) Certificate of incorporation/ Registration of Firm Certificate.

(ii) Articles of Memorandum of Association or proprietorship deed of the company.

(iii) Income Tax return with PAN for last two years.

(iv) Documentary evidence of more than Rs. 10 Lakh from UPS AMC related Service Business (for last 2 years)..

11. DOCUMENTS ESTABLISHING GOODS CONFORMITY TO BID DOCUMENTS:

11.1 Pursuant to Clause 7, the bidder shall furnish, as part of his bid, documents establishing the conformity of his bid to the Bid document of all services, which he proposes to render under the contract.

11.2 The documentary evidence of services in conformity with the Bid Documents may be in the form of literature and data and shall furnish a clause-by-clause compliance on the NDMA's Technical specifications and commercial conditions demonstrating substantial responsiveness to the Technical Specification and commercial conditions **in the form of signing & stamping all the pages of the original bid document by the authorized person/persons.** In Case of deviations a statement of deviations and exceptions to the provision of the Technical Specifications and commercial conditions shall be given by the bidder. A bid without clause-by-clause compliance of Technical specification (Section-II) and commercial Conditions (Section-III) and Schedule of requirements (Section-IV) shall not be considered.

11.3 For purposes of compliance to be furnished pursuant to clause 11.2 above the bidder shall note that the standards for workmanship, material and equipment and reference to brand names or catalogue number, designated by the NDMA in its Technical Specifications are intended to be descriptive only and not restrictive.

12. BID SECURITY:

12.1 Pursuant to Clause 7.1 (c) the bidders shall furnish, as part of his bid, a Demand draft for **Rs.15,000/- (Rs Fifteen Thousand only) as bid security.**

12.2 The bid security is required to protect the Purchaser against the risk of bidder's conduct, which would warrant the bid security's forfeiture, pursuant to Para 12.7.

12.3 The bid security shall be in the form of a Bank Draft issued by a scheduled bank in favour of "DDO, NDMA, New Delhi-29", valid for a period of **45 days** beyond the final bid validity period.

12.4 A BID NOT SUBMITTED IN ACCORDANCE WITH PARA 12.1 & 12.3 SHALL BE REJECTED BY THE NDMA AS NON-RESPONSIVE.

12.5 The bid security of the unsuccessful bidder shall be returned at the technical bid opening stage possibly, but not later than 30 days after the expiry of the period of bid validity prescribed by NDMA, pursuant to clause 13.

12.6 The bid security of unsuccessful bidders of financial bid shall be returned after the successful bidder accepts the work order and submits the performance security, but not later than 30 days after the expiry of the period of bid validity prescribed by NDMA, pursuant to clause 13. The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance work order satisfactorily pursuant to clause 27 and furnishing the performance security.

12.7 The bid security may be forfeited:

(a) If a bidder withdraws his bid during the period of bid validity specified by the bidder on the Bid form

or

(b) In the case of a successful bidder, if the bidder fails, (i) to sign the contract in accordance with clause 28 and (ii) to furnish performance security in accordance with clause 28 or (iii) if the bidder is found to have given false/incorrect certificates.

12.8 The bidder shall furnish the bank details of the firms as per Annexure-VIII so that payment will be made through electronic clearing system.

13. PERIOD OF VALIDITY OF BIDS:

13.1 Bid shall remain valid for 150 days after the date of bid opening prescribed by the NDMA, pursuant to clause 19.1. A bid valid for a shorter period shall be rejected by the NDMA as non-responsive.

13.2 In exceptional circumstances, the NDMA may request the bidder's consent for an extension to the period of bid validity. The request and the responses thereto shall be made in writing. The bid security provided under Clause 12 shall also be suitably extended. A bidder may refuse the request without forfeiting his bid security. A bidder granting the request will not be permitted to modify his bid.

14. FORMAT AND SIGNING OF BID:

14.1 The bidder shall prepare the Technical and Financial bids separately.

14.2 The copy of the Bid shall be typed or printed and shall be numbered consecutively and signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. **The letter of authorization shall be submitted in written power-of-attorney(on stamp Paper) accompanying the bid.** All pages of the bid shall be signed & stamped by the person or persons authorized for signing the bid. The bids submitted shall be sealed properly.

14.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person(s) authorized for signing the bid.

D. SUBMISSION OF BIDS

15. SEALING AND MARKING OF BIDS:

15.1 The bidders shall seal the technical and financial bids in separate envelopes and keep them in a bigger sealed envelope. The Technical Bid shall bear the name **“TECHNICAL Bid of Tender No. D-31016/4/2012-G&C”** on the envelope, while the financial Bid shall bear the name **“FINANCIAL Bid of Tender No. D-31016/4/2012-G&C”** on the envelope for avoiding any mismatch. The Technical and Financial bid should contain documents as laid down in clause 7 of section II.

15.2 The bigger sealed envelope, containing Technical and Financial bids in separate sealed envelopes, shall be:

(a) Addressed to:

**Under Secretary (General),
National Disaster Management Authority,
A1, Safdarjung Enclave, New Delhi-29.**

(b) Bear the tender No **D-31016/4/2012-G&C** and the words 'DO NOT OPEN BEFORE' (due date), and

(c) The envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is received late.

(d) Bids be dropped in the tender box placed in Reception Area of NDMA Bhawan, National Disaster Management Authority, NDMA Bhawan, A-1, Safdarjung Enclave, New Delhi -110029 on or before due date. The NDMA shall not be responsible if the bids are delivered elsewhere.

15.3 If the envelope is not sealed and marked as required at paras 15.1 & 15.2 the bid shall likely be rejected.

16. SUBMISSION OF BIDS:

16.1 Bids must be received by the NDMA at the address specified under Para 15.2 not later than the prescribed time on due date.

16.2 The NDMA may, at its discretion extend this deadline for the submission of the bids by amending the bid documents in accordance with Clause 6 in which case all rights and obligations of the NDMA and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

17. LATE BIDS:

17.1 Any bid received by the NDMA after the deadline for submission of bids prescribed by the NDMA pursuant to Clause 16, shall be rejected and returned unopened to the bidder.

18. MODIFICATION AND WITHDRAWAL OF BIDS:

18.1 The bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is received by the NDMA prior to the deadline prescribed for submission of bids.

18.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission in accordance with the provision of clause 15. A withdrawal notice may also be sent by telex/Fax but followed by a signed confirmation copy by post, marked not later than the deadline for submission of bids.

18.3 Subject to clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

E. BID OPENING AND EVALUATION

19. OPENING OF BIDS:

19.1 The Technical bid shall be opened in the presence of bidders or his authorized representatives who choose to attend on opening date and time. The Bidder's representatives, who are present, shall sign an attendance register. The Authority letter (Annexure-IV) to this effect shall be submitted by the bidder before they are allowed to participate in bid opening. The venue of opening shall be intimated at the reception of NDMA Bhawan.

19.2 A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.

19.3 The Bidder's names, Bid prices, modifications, bid withdrawals and such other details as the NDMA, at its discretion, may consider appropriate; will be announced at the opening.

20. CLARIFICATION OF BIDS:

20.1 To assist in the examination, evaluation and comparison of bids the NDMA may, at its discretion ask the bidder for the clarification of its bid. The request for clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.

21. TECHNICAL EVALUATION / TECHNICAL BID OPENING:

21.1 NDMA shall evaluate the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order as per the checklist given at the last.

21.2 Prior to the financial Bid opening, pursuant to clause 22, the NDMA will determine technical qualification of each technical bid to the Bid documents. For purposes of these clauses, a technically qualified bid is one, which conforms, to all the terms and conditions of the Bid Documents without material deviations. The NDMA's determination of bid's technical qualification is to be based on the contents of the bid itself without recourse to extrinsic evidence.

21.3 A bid determined as technically non-qualified will be rejected by the NDMA and shall, not subsequent to the bid opening, be made technically qualified by the bidder by correction of the non-conformity.

22. FINANCIAL EVALUATION/ FINANCIAL BID OPENING OF TECHNICALLY QUALIFIED BIDDERS:

22.1 The NDMA shall open financial bids and evaluate the bids previously determined to be technically qualified pursuant to clause 21. Only technically qualified successful bidders or his authorized representatives would be called to attend opening of financial bids. The financial bids of non qualified technical bidders shall not be opened and destroyed unopened.

22.2 The evaluation shall be done on L-1 vendor of total cost of all the items. The comparison for evaluation shall be of price of the goods offered **exclusive** of Taxes and levies.

23. CONTACTING THE NDMA:

23.1 Subject to Clause 20, no bidder shall try to influence the NDMA on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

23.2 Any effort by a bidder to influence the NDMA in the NDMA's bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid.

24. AWARD OF CONTRACT:

24.1 The NDMA shall consider placement of orders for the AMC on that bidder whose offers have been found technically, commercially and financially acceptable.

25. NDMA'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD:

The NDMA reserves the right at the time of award of contract or during the continuance of the contract to decrease or increase the quantity of items offered for AMC on the basis of reduction by virtue of expiry of life of the asset or addition after expiry of warranty period and services specified in the schedule of requirement without any change in unit price for similar configured items on the same terms and conditions.

26. NDMA'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

The NDMA reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the NDMA's action.

27. ISSUE OF ADVANCE WORK ORDER:

27.1 The issue of an Advance Work Order shall constitute the intention of NDMA to enter into the contract with the bidder.

27.2 The bidder shall within seven (7) days of issue of an advance work order give his acceptance along with performance security in conformity with Annexure III provided with the bid documents.

28. SIGNING OF CONTRACT:

28.1 The issue of work Order shall constitute the award of contract on the bidder.

28.2 Upon the successful bidder furnishing of performance security pursuant to clause 27, the NDMA shall discharge its bid security, pursuant to clause 12.

29. ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement of Clause 27 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event the tender shall be cancelled and NDMA may call for new bids.

30. Prohibition from participation in Tender:

The bidder should give a certificate that none of his/her near relative is working in the NDMA either directly recruited or on deputation . The Bidder or its authorized signatory should furnish certificate saying that none of the near relative is working in the NDMA. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and NDMA will not pay any damage to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in NDMA.

The near relatives for this purpose are defined as:-

(a) Members of a Hindu Undivided Family (HUF).

(b) Husband and Wife.

(c)The one is related to the other in the manner as Father, Mother, Son(s) & Son's wife (daughter-in-law), Daughter(s) and Daughter's husband (son-in-law), Brother(s) and Brother's wife, Sister(s) and Sister's husband (brother-in-law).

The format of the certificate to be given is as follows:

"I.....s/o.....r/o..... hereby certify that none of relative(s) as defined in the tender document (Tender No.F.No.01-02/2013-Gen. is/are employed in NDMA unit as per details given in tender document. In case at any stage, it is found that the information given by me is false/ incorrect, NDMA shall have the absolute right to take any action as deemed fit, without any prior intimation to me."

SECTION - III

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION:

The General Conditions shall apply in contracts made by the NDMA for the AMC services rendered by the bidder.

2. STANDARDS:

The services provided under this contract shall conform to the standards prescribed in the schedule of requirements as mentioned in Section-IV.

3. PERFORMANCE SECURITY:

3.1 The AMC vendor shall furnish performance security to the NDMA for an amount of 10% of contract value in the form of Bank Guarantee as in Performa of annexure III, within 15 days of Suppliers receipt of the Advance Work Order(AWO). The Performance Guarantee will be for a period of 26 months. If the A.W.O. is not accepted, then the bid security will be forfeited. In case of extension of AMC/ Tender, the performance security is to be extended correspondingly.

3.2 The proceeds of the performance security shall be payable to the NDMA as compensation for any loss resulting from the AMC vendor's failure to complete its obligations under the Contract.

3.3 The Performance Security Bond shall be in the form of bank guarantee issued by a scheduled Bank and in the format provided in the Bid Document, Annexure III.

3.4 The Performance Security Bond will be discharged by the NDMA after completion of the AMC vendor's performance obligations under the contract.

4. INSPECTION AND TESTS:

4.1 The company should have adequate physical infrastructure to support AMC project like in-house Test and Repair Center at Delhi. This may be inspected by NDMA authorities in case of need.

4.2 In case the test repair centre fails to conform to the requirements/ specifications of NDMA, the NDMA may reject the bidder.

4.3 If any spares/ equipment or any part thereof supplied by the AMC vendor is found defective the same shall be got replaced from an outside source and the cost of any such replacement made by the NDMA shall be deducted from the amount payable to the AMC Vendor.

4.5 Nothing in clause 5 shall, in any way release the AMC vendor from any Warranty or other obligations under this contract.

5. WARRANTY:

5.1 The contractor shall provide the warranty for 6 months that items supplied/replaced shall be new and free from all defects and faults in material.

6. PAYMENT TERMS:

6.1 Payment for AMC will be made on quarterly basis during the contract period. Following documents are to be submitted at the end of each quarter for making payments:

- (i) Monthly Computerized call reports in original as explained in clause 4 of section IV, duly signed and stamped by the user/officer with date as per logbook. Details of reports (if any) duly signed by the user/officer and verified by the Secretary, NDMA.
- (ii) Summary of the call reports for calls attended in the respective quarter.
- (iii) Pre receipted AMC bill in duplicate.

7. PRICES:

7.1 Prices charged by the AMC vendor for services performed under the Contract shall not be higher from the prices quoted by the vendor in his Bid.

7.2 Price once fixed will remain valid for the period of contract. Increase and decrease of taxes/duties will not affect the price during this period.

8. SUBCONTRACTS:

The AMC vendor shall notify the NDMA in writing of all subcontracts awarded under this contract if not already specified in his bid. Such notification, in his original bid or later shall not relieve the AMC vendor from any liability or obligation under the Contract.

9. DELAYS IN THE AMC VENDOR'S PERFORMANCE:

9.1 Delay in performance of services shall attract penalty for the AMC vendor in accordance with clause 6 of section -IV.

9.2 If at any time during performance of the Contract, the AMC vendor should encounter conditions impeding timely performance of service, the AMC vendor shall promptly notify to the NDMA in writing of the fact of the delay, its likely duration and its causes(s). As soon as practicable after receipt of the AMC vendor's notice, the NDMA shall evaluate the situation and may at its discretion extend the period for performance of the contract after mutual discussion with the AMC vendor.

10. TERMINATION FOR DEFAULT:

10.1 The NDMA may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the AMC vendor, terminate this Contract in whole or in part.

(a) If the AMC vendor fails to render services within the time period(s) specified in the Contract or any extension thereof granted by the NDMA pursuant to Clause 6 of section IV.

(b) If the AMC vendor fails to perform any other obligation(s) under Contract.

and

(c) If the AMC vendor, in either of the above circumstance(s) does not remedy his failure within a period of 30 days (or such period as NDMA may authorize in writing) after receipt of the default notice from NDMA.

10.2 In the event of NDMA terminating the contract in whole or in part, pursuant to Para 10.1, the NDMA may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the AMC vendor shall be liable to the NDMA for any excess cost for such services. However, the AMC vendor shall continue performance of the contract to the extent not terminated.

10.3 The purchaser reserves its right to terminate the maintenance contract at any time without assigning any reason. The contractor will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the contractor for the maintenance services already performed in terms of the contract, the same would be paid to it as per the terms of the contract.

11. TERMINATION FOR INSOLVENCY

The NDMA may at any time terminate the Contract by giving written notice to the AMC vendor, without compensation to AMC vendor, if the AMC vendor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to the NDMA.

12. ARBITRATION:

12.1 In the event of any question, dispute or difference arising under the Agreement, or in connection thereof, except as to matter, the decision of which is specifically provided elsewhere under the Agreement, the same shall be referred to an Arbitral Tribunal, hereinafter called the "TRIBUNAL" consisting of sole Arbitrator to be appointed upon nomination made by Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India.

12.2 The venue of Arbitration shall be New Delhi or anywhere in India, as may be fixed by the TRIBUNAL. The Arbitration proceedings shall be conducted in accordance with the provisions of Arbitration and Conciliation Act 1996 as amended or replaced from time to time.

13. SET OFF

Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by the NDMA or any other person or persons contracting through the NDMA and set off the same against any claim of the NDMA or such other person or persons for payment of a sum of money arising out of this contract made by the Contractor with NDMA or such other person or persons contracting through NDMA.

SECTION -IV
SCHEDULE OF REQUIREMENTS

1. This Schedule of requirement shall supplement the 'Instruction to the Bidder' as contained in section II & General (Commercial) Condition of the Contract as contained in Section III and wherever there is a conflict, the provision herein shall prevail over those in Section II and Section III.
2. Date fixed for opening of bids is, if subsequently, declared as holiday by NDMA, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
3. **The scope of work includes Comprehensive Maintenance of 02 (Two) nos. of Emerson make UPS systems of capacity 60 KVA along with its all spare parts or accessories (except batteries). Comprehensive maintenance has to be carried out during the entire period of contract in working condition with regular Quarterly Preventive Maintenance, servicing of the UPS systems, and removal of fault on calls including removal of any functional disorder of the UPS system.**
4. The AMC vendor shall maintain a log book of UPS system and the firm shall record the calls attended and monthly regular services rendered and get the signature of the Section Officer(Gen). Original of the call reports shall be attached with the bills for payment.
5. The AMC vendor shall do the comprehensive maintenance of all the items as specified in section V. The selected bidder during the Course of attending "On Call Service" or during the course of Preventive Maintenance Service, noticing requirement of any spare parts shall replace such parts and clear the fault at the site of equipment. Replacement of parts should be done with the approval of NDMA personnel and a record is to be maintained with Section Officer(Gen). Necessary and sufficient spares have to be kept ready with them for immediate replacement.
6. The AMC vendor shall do the general inspection and noting down parameters and set points before and after maintenance job. Thorough cleaning of cabinets filters etc, checking of connection tightness. They shall do the inspection of various components e.g. Fuses, Capacitors, SCs, Diodes, Logic cards/PCBs, Switches, CTs, Chokes, Heat sinks, IP, O/P & control transformers, SCVS, changeover panel, alarm simulation and testing.

6. Penalty:

6.1 All faults booked on any working day or holidays will have to be rectified within six hours on same day. In case the firm fails to rectify within the prescribed time limit, penalty of 2% of contract value will be imposed per day and deducted from the bill or performance bank guarantee. Breakdown period will include Saturdays, Sundays and Holidays also.

6.2 In case of non-adherence to preventive maintenance schedule, a penalty of 10% of the total of AMC charges for the Quarter for every such failure in a quarterly schedule will be recovered.

7. The agreement shall be in force for a period of two year initially, which shall be extendable by a further period of up to one year on same terms and conditions by giving notice in writing before the expiry of current agreement, if decided upon to do so by NDMA.
8. NDMA reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the NDMA. NDMA also reserves the right to blacklist a bidder for a suitable period in case if he fails to honour his bid without sufficient grounds.
9. NDMA reserves the rights to counter offer rate(s) against bids quoted by any other bidder.
10. The AMC contractor must have maintenance facilities in Delhi. A brief of facilities available in Delhi shall be furnished.
11. Bids shall be evaluated as per AMC cost given by bidder in price schedule
12. Rates for the annual maintenance should be quoted for all the items and bidders quoting partial rates for selective items will be summarily rejected.
13. The prospective bidder has to take the NDMA personnel for inspection of the sites where they are already doing AMC for verification, if necessary, at their own cost.
14. Frequent faults of same nature in the same UPS system etc. will be considered inefficient attendance by the AMC contractor and if repeated faults of same nature in the same UPS system are noticed frequently, notice of termination for the company will be issued and/ or penalty in accordance with 6.1 above shall be imposed from the first date of the fault booking.

(Partha Kansabanik)
Under Secretary (General)
National Disaster Management Authority,
A-1 Safdarjung Enclave,
New Delhi-110029,
Phone No. 26701796

SECTION-V

Description of UPS SYSTEM installed at NDMA

Item No.	Description of Item	Qty	Date of Installation at NDMA
1	<u>UPS system</u> Emerson make UPS 60 KVA (Sl. No. 2008067 M 3884 & 2008067 M 3885)	02	05.09.2008

PART –I
Contract Form

1. This agreement is made this day.....between, herein after called “name of company” the first party which expression shall include his heirs, executors and administrators/ their successors and National Disaster Management Authority (NDMA), herein after called “NDMA”, the second party, through Under Secretary(Gen.), NDMA, New Delhi herein after include his successors and assignees, shown as under:-

2. That WHEREAS the first part shall and will execute the work described as “ Comprehensive Maintenance of the Emerson make UPS systems (2 No.) in National Disaster Management Authority, New Delhi details of which are given in section-V to this office tender noticedatedat the rate quoted byvide their tender..... dated and as per all the terms and conditions given in notice Inviting Tender(NIT) dated.....which shall become part and parcel of this agreement.

3. that the first party would submit each time the following along with their pre-receipted bills in duplicate in support of their claim:-

3. (a) Monthly call reports with date and time of call, nature of fault, cleared date and time, user details with signature and designation stamp of the authorized signatory not less than the level of Section officer or any other equivalent or higher officers as the case may be and a authorized by the Section Officer(Gen.).

(b) Monthly summary of faults as a replica of call reports (either in Excel/spreadsheet format as per the structure devised by the Section Officer(Gen.)) for detailed fault analysis.

(c) User wise log book as mentioned in clause 4 of section IV of the bid document.

(d) Preventive maintenance reports for each quarter duly signed by the authorized signatory as above.

4. that WHEREAS, the second party shall and will pay to the first party a sum of Rs....., for two years for Comprehensive Maintenance of the Emerson make two UPS system alongwith its accessories (except batteries) in the NIT commencing fromas per payment terms stipulated in clause 6.1 or section III of bid document.

5. In accordance with the NIT this agreement is made for a period of two years from, as in clause 1(i) of section II of the bid document as decided upon to do so by the second party on the same terms, conditions and rate.

IN WITNESS THEROF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR SIGNATURES ON THISDAY OF.....2014.

Witness

For
AMC Vendor

Witness

For
NDMA

ANNEXURE-II

BID FORM

Tender No.
(Name & Address of the Purchaser)

Date.....

Dear Sir,

Having examined the conditions of contract and specifications including addenda Nos..... the receipt of which is hereby duly acknowledged, we, undersigned, offer to supply and deliver in conformity with said drawings, conditions of contract and specifications for sum of (Total Bid amount in words and figures) or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence maintenance within () months and to complete maintenance all the items specified in the contract within () months calculated from the date of issue of your Work Order.

If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum not exceeding 10% of the contract sum for the due performance of the Contract.

We agree to abide by this Bid for a period of 150 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a format Work Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated thisday of2014

Signature of in capacity of
Duly authorized to sign the bid for and on behalf of.....

Witness.....
Signature.....
Address.....

Tele No(s):-
FAX No(s)
E-Mail Address

PERFORMANCE SECURITY BOND FORM

In consideration of the President of India (hereinafter called 'the Government') having agreed to exempt ----- (hereinafter called 'the said Contractor(s)' from the demand, under the terms and conditions of an agreement / (Work Order) No. ----- Dated ----- made between ----- and ----- for the maintenance of ----- (hereinafter called 'the said Agreement'), of performance security for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on Production of a bank guarantee for ----- we, (Name of the bank) ----- (hereinafter referred to as 'the Bank') at the request of ----- contractor(s) do hereby undertake to pay to the Government an amount not exceeding ----- against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(S) of any of the terms or conditions contained in the said Agreement.

2. We (Name of the bank) ----- do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the Government in these counts shall be final and binding on the bank. However, our Liability under this guarantee shall be restricted to an amount not exceeding -----.

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/ AMC vendor(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/ AMC vendor(s) shall have no claim against us for making such payment.

4. We (name of the bank) ----- Further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till ----- (office/ Department) ----- certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(S)and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of **TWO years and two months** from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We (Name of the bank) ----- further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary and of the terms and conditions of the said Agreement or to extend time of performance by the said contract(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government Against and said Contract(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contract(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said contract(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)/ vendor(s).

7. We (name of the bank) ----- lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated the ----- day of -----.

For -----
(Indicate the name of the bank)

Witnesses:-

1.

Telephone No.(s):-

STD Code-

FAX No.

E-Mail Address:-

2.

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Subject: Authorization for attending bid opening on ----- (date) in the tender of -----

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of ----- (Bidder) in order of preference given below.

Order of Preference Name Specimen signature

I

II

Alternate Representative

Signatures of bidder

Or

Officer authorized to sign the bid

Documents on behalf of the bidder.

Note: 1. Maximum of two representatives will be permitted to attend bid opening. In case where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representative are not able to attend.

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

(PRICE SCHEDULE)

EPBAX SYSTEM to be maintained under AMC

Item No.	Description of Item	AMC Charges for two years (Rs.)
1.	<u>Emerson make UPS system</u> AMC charges for 2 x 60 KVA UPS	(Rs. _____ x 2 = R. _____)
2.	Service tax @-----%	
3.	VAT@-----%	
4.	Total	

TOTAL COST of the tendered items is Rs. _____ (in figures)
 (Rupees _____ only) (in words), inclusive of all taxes
 & levies.

(i) CHECK LIST and the order in which the documents are to be submitted for the technical bid

Please check whether all the below mentioned Documents have been supplied for participating in AMC of UPS system at NDMA) of the tender. The documents to be submitted in descending order with item no. 1 on top of all. Please also mention the page no. of the Technical Bid where these documents are given.

Sl. No.	Documents (Please refer to clause 7.1 of Section II for filling this Checklist)	Page No.
1	Authorization letter for attending the bid opening]	
2	Bid Security in the form of bank draft for Rs. 15000/-	
3	Bid cost in the form of bank draft for Rs.200/-	
4	Clause by clause Compliance in the form of signing & stamping all the pages from 1 to 26 by Authorized person/persons. The letter of authorization shall be submitted in written Power of Attorney(on stamp paper)	
5	The firm should be in existence for over five years in the trade with the maintenances business of UPS system. Documentary evidence should be enclosed.	
6	The bidders' turnover during the last two financial years i.e. 2012-13 & 2013-14 should be Rs. 10 lakh or higher each year from UPS AMC related services and should be supported by documentary evidence.	
7	Experience of maintaining in Government organization/PSU during the last two years and performance certificate from the existing organization must be attached(minimum-one).	
8	Income Tax Return with PAN.	
9	Certificate of Incorporation / Firm Registration Certificate as the case may be	
10	Article of Memorandum of Association / proprietorship deed certificate as the case may be.	
15	Any other Documents (Please Specify)	

Bidder to ensure:

- A. That all pages have been stamped and signed by the authorized Person(s).
- B. That all the pages submitted have been numbered.
- C. That all the documents are legible (Clearly readable).

ANNEXURE-VII

(ii) Checklist and the order in which the documents are to be submitted for the financial bid

Sr. No.	Documents (Please refer to clause 7.2 of Section- II for filling this checklist)	Page No.
1	Bid form as per Annexure -II	
2	Price Schedule as per Annexure-V	

ANNEXURE-VIII**Electronic Payment Mandate Form**

MANDATE FOR RECEIVING PAYMENTS THROUGH RTGS/NEFT

1	Name of the Firm	
2	PAN No.	
3	Particular of Bank Account	
4	Name of the Bank	
5	Name of the Branch	
6	Branch Code	
7	City Name	
8	Branch Location	
9	Branch Telephone No.	
10	Bank IFSC Code	
11	Nine Digit MICR code	
12	Type of account	
13	Account Number	
14	RTGS Code	
15	Service Tax No.	
16	Tin No.	
17	TAN No.	
18	Email address of vendor	

We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the National Disaster Management Authority responsible.

Signature & seal of the firm

Date:

Place: