TENDER DOCUMENT

For award of annual contract for maintenance/repair of various rating UPS installed belonging to Ministry of Mines (Shastri Bhawan & CGO Complex).

BRIEF INFORMATION ON BID DOCUMENT

<p>| | |</p>
<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>Tender No.</td>
</tr>
<tr>
<td>2.</td>
<td>Duration of Contract</td>
</tr>
<tr>
<td>3.</td>
<td>Last date and time of submission</td>
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<tr>
<td>4.</td>
<td>Date of Opening of Bids</td>
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<td>5.</td>
<td>EMD</td>
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<td>6.</td>
<td>Cost of Tender document</td>
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<tr>
<td>7.</td>
<td>Address and Venue for the submission of Tender document</td>
</tr>
</tbody>
</table>
NOTICE INVITING TENDER

Sealed tenders on behalf of the President of India, are invited from reputed, experienced and financially sound Companies/ Firms/Agencies/ dealers/distributors dealing in repair/maintenance of UPSs for award of Annual Maintenance Contract for maintenance/repair of various rating of UPSs belonging to this Ministry in Shastri Bhawan and its office located at CGO Complex as per details mentioned at Annexure – I on the terms and conditions enumerated in the following paragraphs. The period of Annual Contract for maintenance/repair of various rating of UPSs will be for a period of one year from the date of award of the contract.


3. The interested Companies/Firms/Agencies/ dealers/distributors can submit the tender documents addressed to Under Secretary (Admn.), Room No.303, D wing, Shastri Bhawan, New Delhi, complete in all respect along with Earnest Money Deposit (EMD) of Rs.5,000/- (Rupees Five thousand only), refundable (without interest), should be necessarily accompanied with the quotation of the Firm in the form of Demand Draft/Pay Order drawn in favor of "Pay & Accounts Officer, Ministry of Mines, New Delhi", (failing which the tender shall be rejected summarily) along with other requisite documents and drop the same in the Tender Box kept at the Information & Facilitation Center, Ministry of Mines, Garage No. 23, Shastri Bhawan, New Delhi.

4. The last date of receipt of tender is 21st April, 2017 at 1200 Hours.

5. The Bids will be opened by the Tender Opening Committee of the Ministry on 24th April, 2017 at 1500 Hours.
INSTRUCTIONS TO THE BIDDERS

1. GENERAL INSTRUCTIONS

1.1 For the Bidding/Tender Document Purposes, the Ministry of Mines shall be referred to as ‘Client’ and the Bidder/Successful Bidder shall be referred to ‘Contractor’ and/ or Bidder or interchangeably.

1.2 The tender document can be downloaded from the websites of this Ministry (http://mines.nic.in) and http://eprocure.gov.in/cppp/

1.3 While all the efforts have been made to avoid errors in the drafting of the tender document, the Bidders are advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.

1.4 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, bids not meeting the minimum eligibility criteria, Bids not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents, are liable to be rejected.

1.5 For all purposes of the contract including arbitration thereunder, the address of the bidder mentioned in the bid shall be final unless the bidder notifies any change of address by a separate letter sent by registered post with acknowledgement due to the Ministry of Mines. The bidder shall be solely responsible for the consequences of any omission or error to notify any change of address in the aforesaid manner.

1.6 The contract shall be awarded to the selected bidder(s) on fixed rates for maintenance/ repair of various rating of UPS for a period of one (1) year from the date of the award of the contract. However, the period of the contract may be further extended provided the requirement of the Ministry persists at that time or may be curtailed, terminated earlier owing to deficiency in service or substandard quality of work by the selected company / Firm / Agency.
1.7 The prospective bidders are free to seek any clarifications/see the kind of requirement Ministry is looking for. For this purpose, Section Officer (Administration), Shastri Bhawan, New Delhi – 110001 (Telephone No.23381631) may be contacted for appointment.

1.8 The rates may be quoted as per Annexure-I, Taxes (VAT, Service Tax) if any, may be specifically and separately indicated in the quotation. In case of no separate mention of VAT/Service Tax, Rates will be presumed to be all inclusive & assessment will be made accordingly.

2. **MINIMUM ELIGIBILITY CRITERIA**

The following documents shall be submitted with the bid documents:

(a) Self-attested copy of PAN /TIN number;
(b) Self-attested VAT/Service Tax Registration Certificate;
(c) Self-certification to the effect that the firm has not been banned/black listed by any Ministry/Department of the Govt. of India.

3.1 Bidder shall submit the offer along with an Earnest Money Deposit (EMD), refundable, of **Rs.5,000/- (Rupees Five thousand only)** in the form of Demand Draft/Pay Order drawn in favor of “Pay & Accounts Officer, Ministry of Mines, New Delhi” **failing which the tender shall be rejected out rightly.**

3.2 Any request by the bidders to consider their EMD furnished by them to Ministry of Mines for any other contract/tender cannot be considered as EMD for this tender.

3.3 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Government.

3.4 No claim shall lie against the Government/Ministry in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit i.e. no interest will be payable in EMD.

3.5 The EMD may be forfeited in the following cases:

(i) If the bidder withdraws his bid during the period of validity of the bids specified by the bidder in the bid form; or
(ii) In case of successful bidder, if the bidder
(a) Fails to accept the award letter based on his offer (bid);
(b) Fails to furnish required Performance Security Deposit in accordance with the terms of Tender Document within the time frame specified by the client; or
(c) Fails or refuses to honor his own quoted prices for the services or part thereof.
4. **VALIDITY OF BIDS**

4.1 Bids shall remain valid and open for acceptance for a period of 60 days from the last date of submission of bids;

4.2 In case, client call the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder;

4.3 The client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

4.4 No representation for the enhancement of the prices of the accepted tender or alteration of the terms and conditions will be entertained.

5. **PREPARATION OF BIDS**

5.1 **Language:** Bids and all accompanying documents shall be in English or in Hindi.

5.2 All the pages of tender documents should be signed and properly numbered and total number of pages must be indicated on the forwarding letter.

5.3 Bid should be prepared as per the instructions given in the Tender Documents along with all required information, documents in support of the minimum eligibility criteria, valid EMD of requisite amount.

   a. Bid Submission Form duly signed by the person authorized to sign the tender bids;

   b. Earnest Money Deposit of Rs.5,000/- (Rupees Five thousand only)

   c. All self-attested supporting documents in proof of having fully adhered to minimum eligibility criteria as referred in Section -2 above.

6. **SUBMISSION OF BIDS**

6.1 The Bidding Firms have to submit the tenders in the prescribed proforma. The interested agencies are advised to submit sealed envelope super-scribing “Bids for the maintenance/repair of UPS in the Ministry of Mines”. Sealed envelope should be dropped in the Tender Box kept at the Information & Facilitation Centre, Ministry of Mines, Garage No.23, Shastri Bhawan, New Delhi.

6.2 The Earnest Money Deposit (EMD) of Rs.5,000/- (Rupees Five thousand only), refundable (without interest), should be necessarily accompanied with the Bid along with documents mentioned at 2(a) to (c). The price bid should be kept in a sealed envelope so as to avoid making public, rates quoted in case of non-submission of essential documents of the agency.

\[Signature\]
6.3 The Bid shall be submitted not later than **1200 hours of 21.04.2017** addressed to "Under Secretary (Administration), Ministry of Mines, Shastri Bhawan, New Delhi. Bids must be submitted within date and time stipulated in the Tender Document.

6.4 No Bid shall be accepted after the specified date and time.

6.5 The tender shall be completed in all respect and should be **signed with date by the Authorized Signatory of bidder with company stamp on all the pages of this tender**.

6.6 The Ministry reserves the right to withdraw/cancel the tender if it is found in violation of terms and conditions of this document or any information given in the tender document which prima facie appears to be false/wrong.

7. **BID OPENING PROCEDURE**

7.1 The Bids shall be opened on 24.04.2017 at 1500 hours by the Tender Opening Committee in the presence of such bidders, who may wish to be present themselves personally or through their representatives.

7.2 Absence of bidder or their representative shall not impair the legality of the opening procedures.

7.3 If there is a discrepancy between words and figures, the amount in words shall prevail.

7.4 Bids shall be declared as valid or invalid based on the preliminary scrutiny, i.e. verification of EMD, by the Tender Opening Committee. However, detailed evaluation shall be done only in respect of valid Bid.

7.5 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, and time remaining unaltered.

8. **CLARIFICATION ON BID EVALUATION:**

8.1 The Bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation and comparison of the bids, and qualification of the bidders, the client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the client shall not be considered. The client’s request for clarification and the response shall be in writing.
8.2 If a bidder does not provide clarifications of its bid by the date and time set in the client’s request for clarification, its bid may be rejected.

8.3 Client also reserves the right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause 2.2.

9. RETURNING OF EARNEST MONEY DEPOSIT (EMD)

9.1 The Earnest Money Deposit of the unsuccessful bidders would be returned once the contract has been awarded.

9.2 The Earnest Money Deposit (EMD) of all the bidders shall be returned, in case of cancellation of Tender after the opening of Technical Bids and prior to opening of financial bids.

(GENERAL CONDITIONS OF CONTRACT)

10. PERFORMANCE SECURITY DEPOSIT (PSD)

10.1 The successful Firm will have to deposit a Performance Security of Rs.10,000/- (Rupees Ten thousand only) in the form of Fixed Deposit Receipt (FDR) made in the name of the Company/Firm/Agency/dealers/distributors but hypothecated to the Pay & Accounts Officer, Ministry of Mines, New Delhi within fifteen days of the award of the Contract. The PSD shall remain valid for a period of 15 (12+3) months from the date of commencement of the contract. The PSD would be refundable only after successful completion of the contract. In case, the contract is further extended beyond the initial period, the FDR will have to be accordingly renewed by the successful tenderer.

10.2 The Performance Security Deposit (PSD) will be forfeited by order of the Competent Authority in the Ministry of Mines in the event of any breach or negligence or non-observance of any terms & conditions of the contract or for unsatisfactory performance.

11. COMMENCEMENT OF SERVICES

The contract shall become legally binding and in force only upon:

11.1 Submission of Performance Security Deposit.

11.2 The successful firm will be required to start working immediately from the date of award of the Contract. The Ministry shall, however, has the right to terminate the contract at any time.

12. TERMS & CONDITIONS

12.1 No increase in amount shall be considered at all during the currency of the Annual Contract. No other charges like transportation fare etc., will be payable.
12.2 Name of the proprietor, Residential and official Address and Telephone numbers of the firm to be given on the letterhead of the firm.

12.3 The work is to be carried out in the premises of the Ministry of Mines. The work which cannot be done in the office premises would be allowed to be done outside. No extra charges will, however, be payable on this account. Standby UPS(s) will be provided by the selected firm in case of non-availability of part(s) or to be taken outside the office premises.

12.4 Representative of the firm will not remove any part(s) or whole from the equipment’s without permission of the competent authority in the building where the equipment’s are installed.

12.5 The firm shall have to attend all complaints on receipt of information from the users directly with the prior approval of Administration Section. The services should be provided on regular basis during office hours and in case of emergency beyond office hours or on holidays etc.

12.6 The rates quoted shall remain in force for the full period of contract.

12.7 The Annual Contract shall be operative immediately after award of the contract. The Ministry shall, however, has right to terminate the contract at any time if the service of the firm is found unsatisfactory. In this respect the decision of the Ministry will be final and binding on the contractor.

12.8 The owner of the firm should be available on his landline telephone and also on mobile phone.

12.9 The Contractor shall be responsible for payment of wages/settlement of dues with workers engaged by the firm as prevailing Labour/wage laws in force in NCT of Delhi and the Ministry of Mines shall not be a party to any dispute between the contractor and workers.

12.10 The term “Maintenance” include maintenance of all parts of UPS, including supply of original spares except batteries. The bidders should indicate the cost of batteries.

12.11 The contract shall normally be awarded to the lowest evaluated bidder whose bid has been found to be responsive and who is eligible/qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the tender document.

12.12 The firm will be required to undertake maintenance/repairs of UPSs at Shastri Bhawan & office located at CGO Complex, New Delhi or any other location as decided by competent authority.

[Signature]

MAN SINGH KASOTIA
Under Secretary
Ministry of Mines
Govt. of India
New Delhi
12.13 The firm will have to repair the equipment within 24 hours of its complaint. If not, the Ministry will get repairs carried out from outside and the expenditure so incurred on such repairs will be deducted from the AMC payment, due to the firm.

12.14 The existing numbers of UPSs mentioned in the Bid may change during the currency of the contract. For any such alterations, intimation shall be given to the contractor and if any new addition is not maintained through warranty clause but through AMC, charges for maintenance shall be payable to the contractor at the rates agreed upon. Similarly, the deletion shall also be intimated to the contractor and charges shall be deducted for the purpose of payment to contractor.

12.15 The tenderer should enclose a signed copy of the terms and condition stipulated for award of the contract conveying his acceptance of the same.

12.16 In case it is found that the selected firm is engaged in malpractices, the contract will be terminated and they will be banned from having business relations with the Ministry.

12.17 If the Firm commits breach of any of the terms and conditions or is not able to complete the work in time or the quality of work is not of the desired level, the contract will be cancelled and security deposit shall be forfeited and the work will be assigned to another firm at the risk and cost of the Firm.

12.18 The firm must have an office or workshop of its own in Delhi/NCR.

12.19 The rates quoted must be, in whole rupee. It may specifically be noted that the quotations having unrealistic, impractical and non-serious prices i.e. “free” or “complementary” just for the sake of vitiating the whole Tender Process and for grabbing the contract, are liable to be ignored/rejected.

12.20 The contractor shall not sub-contract or sub-let, transfer or assign the contract or any other part thereof. In the event of the contractor contravening this condition, the client shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the client may sustain in consequence or arising out of such replacing of the contract.

13. VALIDITY OF CONTRACT

13.1 The period of Annual Maintenance Contract for maintenance/repair of UPSs will be one (1) year from the date of the award of the Contract.

13.2 The contract shall automatically expire unless extended further by the mutual consent of contracting agency and this Ministry.

13.3 The period of the contract may be curtailed/ terminated earlier owing to deficiency in service or substandard quality of work by the selected Firm. The
Ministry, however, reserves right to terminate this initial contract at any time after giving one week notice to the selected Firm.

14. PAYMENTS

14.1 For payment purpose, the bills should be submitted month-wise, requisitions-wise along with the work completion report/user certificates.

14.2 All payments shall be made in Indian currency by means of Electronic Clearance Service (ECS).

14.3 The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by this Ministry.

15. TERMINATION

15.1 In case of breach of any of terms and conditions of the contract by the selected firm, the competent Authority of the client shall have the right to cancel the contract without assigning any reason thereof, and nothing will be payable by the client in that event and the Performance Security deposit in the form of Fixed Deposit Receipt shall be forfeited and encashed. The decision of the Joint Secretary (Admn.), Ministry of Mines in this regard shall be final.

15.2 The contractor goes bankrupt and becomes insolvent.

15.3 The Ministry reserves right to withdraw/relax any of the terms and conditions mentioned in the tender document so as to overcome the problem encountered by the contracting parties.

16. GOVERNMENT LAWS AND SETTLEMENT OF DISPUTE

16.1 Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period of 30 days, then the matter will be referred for adjudication of the arbitration of a sole arbitrator to be appointed by the Secretary, Ministry of Mines in accordance with the provisions of the Arbitration and Conciliation Act 1996 and Rules made thereunder including any modifications, amendments and future enactments thereto. The venue of the arbitration will be New Delhi and the decision of the arbitrator shall be final and binding on the parties. The arbitrator so approved to be appointed by Secretary (Mines) shall be an official of the Ministry of Mines not below the rank of Director/ Deputy Secretary.

16.2 Jurisdiction of Court: This contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the Courts in Delhi.

[Signature]

[Stamp]
All the tenderers are requested to read and understand the terms and conditions of the contract as detailed out in the foregoing paragraphs before sending their quotations, as no change or violation of the aforesaid terms & conditions are permissible once the quotation is accepted by this Ministry.

(M.S. Kasottia)
Under Secretary to the Government of India
Tele: 23073046

To

1. Website of “Central Procurement Portal”.

2. Director (NIC) with a request to upload the tender document on the website of this Ministry.

3. All Ministry/Department with a request to display a copy of the tender document in their Notice Board and also intimate the firms engaged for the similar work.
Annexure-I

1. For service maintenance/repair of various rating of UPSs installed in the Ministry of Mines.

2. Name of Tendering Company/Firm/Agency/dealer/distributor
   (Attach certificate of registration)

3. Name of proprietor / Director: of Company / Firm /agency

4. Full Address of Reg. Office:
   Telephone No. 
   FAX No. 
   E-Mail Address

5. Full address of Operating/Branch Office:
   Telephone No. 
   FAX No. 
   E-Mail Address

6. PAN / TIN number number: (Attach self-attested copy)

7. VAT/Service Tax Registration No.: (Attach self-attested copy)

8. Self-certification to the effect that the firm has not been banned/black listed by any Ministry/Department in the past.
9. Give details of the major similar contracts handled by the tendering Company / Firm / Agency during the last three years from at least 3 Ministries/Departments in the following format:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Details of client along with address, telephone and FAX numbers</th>
<th>Duration of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>From</td>
<td>To</td>
<td></td>
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<tr>
<td>1.</td>
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<td></td>
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<tr>
<td>2.</td>
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<tr>
<td>3.</td>
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</table>

(if the space provided is insufficient, a separate sheet may be attached)

10. Additional information, if any
(Attach separate sheet, if required)

11. Details of Earnest Money Deposit: Rs. 5,000/- (Rupees Five thousand only)
D.D. /P.O No. & Date:

Drawn of Bank:

Signature of authorized person

Date:
Place:
Name:
Seal:
APPLICATION – FINANCIAL BID

For service maintenance/repair of various rating of UPSs installed in the Ministry of Mines.

1. Name of the Firm: .................................................................

2. Rates for AMC charges and Battery charges

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Rating</th>
<th>Quantity</th>
<th>AMC charges per unit (in ₹)</th>
</tr>
</thead>
<tbody>
<tr>
<td>i.</td>
<td>500/600/625 VA</td>
<td>27</td>
<td></td>
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<tr>
<td>ii.</td>
<td>800 VA</td>
<td>97</td>
<td></td>
</tr>
<tr>
<td>iii.</td>
<td>1 KVA</td>
<td>02</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td>126</td>
</tr>
</tbody>
</table>

2. UPS BATTERIES [Exide/Luminous make] Charges per unit (in ₹)

<table>
<thead>
<tr>
<th>UPS Battery</th>
<th>Buy back (in ₹)</th>
<th>Total Price per unit after buy back (in ₹)</th>
</tr>
</thead>
<tbody>
<tr>
<td>i. 7 AH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ii. 17 AH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>iii. 26 AH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>iv. 42 AH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>v. 65 AH</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. Remarks

Signature of authorized person

Date:  
Place: 
Name:  
Seal:  

[Signature with date and stamp]
DECLARATION

1. I, _______________________________Son / Daughter / Wife of Shri _______________________________Proprietor/Director/authorized signatory of the agency/Firm, mentioned above, is competent to sign this declaration and execute this document;

2. I have carefully read and understood all the terms and conditions of the tender for the maintenance/repair of various rating of UPSs in the Ministry of Mines, New Delhi and undertake to abide by them;

3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/we, am/are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorized person

Date: 
Place: 

Full Name: 
Seal:

[Signature and stamp]