

RFP No. EDP/AN/174/Battery/2016 - 2017

Dated: 15.09.2016

REQUEST FOR PROPOSAL

FOR

Rate Contract for UPS Batteries under Buyback



सूचना प्रौद्योगिकी एवं प्रणालियाँ

Information Technology & Systems

कार्यालय रक्षा लेखा प्रधान नियंत्रक (मध्य कमान)

O/o The Principal Controller of Defence Accounts (Central Command)

करियप्पा मार्ग लखनऊ

Cariappa Road, Lucknow – 226002

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SUMMARY SHEET

Name of the Department	Defence Accounts Department, Govt. of India, Ministry of Defence (MOD)
Date of Issue of Request for Proposal (RFP)	15.09.2016
Last date and time for Receipt of Proposal	06.10.2016 (02:00PM)
Date and Time of opening of Technical Bids	07.10.2016 (11:00AM)
Date and Time of opening of Financial Bids	11.10.2016 (11:00AM)
Place of Opening of Bids	Information Technology & Systems, O/o The PCDA (CC), 1, Cariappa Road, Lucknow - 226002
Address for Communication	Asstt. Controller of Defence Accounts (IT&S) O/o The PCDA (CC), 1, Cariappa Road, Lucknow - 226002 E-mail ID : cda-luck@nic.in Telephon No. 0522 - 2451995

Note:

- This bid document is not transferable.
- Bids without relevant documents as specified in this Request for Proposal (RFP), shall be summarily rejected.

REQUEST FOR PROPOSAL

INVITATION OF QUOTATIONS FOR RATE CONTRACT OF UPS BATTERIES UNDER BUYBACK FOR THE YEAR 2016-2017

To
M/s

PART - I

1. Office of the PCDA (CC) invites quotations on 'F.O.R. Destination' basis for SUPPLY OF UPS BATTERIES UNDER BUYBACK as per details indicated under Part II 'Schedule of Requirement'.

2. **GENERAL INFORMATION ABOUT TENDER:**

- a) **Last date and time for receipt of tenders: 06.10.2016 at 14:00 Hrs.**
- b) **Date and time of opening of Technical Bid: 07.10.2016 at 11:00 Hrs.**
The bidder or his authorized representative may witness the tender opening proceedings, if so desired. Advance intimation in this regard may be forwarded to this office at least one day prior to opening of bids.
- c) **Date and time of opening of Commercial Bid: 07.10.2016 at 11:00 Hrs.**
The bidder or his authorized representative may witness the tender opening proceedings, if so desired. Advance intimation in this regard may be forwarded to this office at least one day prior to opening of bids
- d) Quotations are not to be sent by fax but only through Registered Post or may be dropped in the Box placed at the reception of this office.
- e) The quotations should be sent in sealed envelopes, else the same would be considered as invalid.
- f) Late/delayed tenders received after stipulated date and time would be summarily rejected. No correspondence in this regard will be entertained.
- g) The sealed envelopes containing quotations should be super scribed on the top as **RATE CONTRACT FOR SUPPLY OF UPS BATTERIES UNDER BUYBACK** and addressed by name to the undersigned.
- h) The bid should indicate item wise price for the items mentioned in the 'Schedule of Requirement'.
- i) The cost for each item should be landed cost of the item i.e., including freight; packing, installation etc. and the rate quoted invariably mention the basic price, taxes and levies, if any. Where no taxes and levies have been indicated, the quoted cost would be deemed as 'all inclusive'. Total cost of all the items together should be mentioned in figures as well as words.

- j) Companies will affix their company's stamp in the space provided at the bottom of each sheet and authorized signatory of the company must sign this also. Additional sheets duly authenticated may be attached to elucidate specification or clarify a point.
- k) Bids should be forwarded by the bidders under their original memo/letter pad indicating details such as **TIN/VAT/CST number** etc. and complete postal address of their firm.
- l) This RFP is being issued with no financial commitment and the buyer reserves the right to change or vary any part thereof at any stage. The buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.
- m) The bids should remain valid upto **90 days** from the last date stipulated for submission of bids.
- n) During evaluation and comparison of bids, the buyer may at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices/substance of the bid will be sought offered or permitted. No post-bid clarification on the initiative of the bid will be entertained.
- o) The bidders quoting their rates in response to this tender enquiry would be assumed to have accepted all the terms and conditions mentioned in the 'Request for Proposal' (RFP).

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PART II

1. SCHEDULE OF REQUIREMENT:

As per list annexed as “Annexure-A”. The indent shall be placed by the department on quarterly/monthly or as per the requirement basis.

2. TECHNICAL DETAILS:

- a) Specifications/ratings of the UPS for which batteries are required are given in **Annexure-‘A’** to this tender enquiry. The specifications of batteries required, are indicated against each. The bidder shall quote batteries of only Exide/Panasonic /Amron brand(s) or any other brand approved by DGS&D and in such a case, evidence to this effect shall be enclosed with the technical-bid failing which the brand quoted by him will not be accepted. The UPS batteries offered by the bidders shall conform to the specifications/ratings indicated in Annexure-‘A’ failing which such tenders will be technically rejected.
- b) On-site Installation / commissioning of batteries, wherever applicable, shall be taken by the successful bidder (Contractor) free of cost. The contractor will require to carry out installation / commissioning on as and when required basis as per direction of the buyer.
- c) **Buy Back of Old Batteries:** The bidder shall offer his items (batteries) against Buy Back of old batteries i.e. old batteries installed in the UPS which will be replaced by the contractor would be handed over to the contractor by the buyer / user. The old batteries can be of any make / model; the same shall be accepted by the contractor. However, for supply of new batteries he should quote his rates only for the brands indicated in this RFP/TE. Firms have to make arrangement for lifting of old batteries at their own cost. Old batteries have to be collected at time of delivery of new batteries. Maximum period of lifting old batteries is 30 days beyond this period, if firm fails to lift old batteries, NO claim for old batteries will be accepted.
- d) **Where it is not possible to indicate make/brand, a sample of the item may be provided. In case of doubt PCDA (CC) Office may be contacted for quality/sample of the item. During scrutiny of bids, PCDA (CC) office reserve the right to reject any sample if it is not upto mark which will be decided by the Board of Officers nominated for the purpose.**
- e) The bidder will indicate the specification, as applicable against an item for which rate is being quoted.
- f) The vendor will furnish a certificate to the effect that the rates quoted by him are not above the MRP of the item after including taxes/charges.
- g) The supplier shall ensure that goods supplied shall be in full conformity with the specification as mentioned in the schedule of requirement.
- h) If the stock supplied is found to be old/defective, the same should be replaced immediately as per the requirement of the office by the supplier at their own cost failing which action deemed fit by the department will be taken including forfeiture of Performance Security Deposit.
- i) The invoice/bill floated by the firm should bear authentic Serial number printed and the TIN no. should remain valid during the currency of the contract.

- j) Prices shall remain fixed and valid during the period of the contract. No payment will be admissible for the goods rejected during inspection of the same.
- k) No bidder will be allowed to withdraw after submission of bids/opening of tender otherwise bid security would be forfeited and the firm will be blacklisted.

3. **Two-Bid System:**

The quotation must be submitted by the bidder under two-bid system i.e. Technical-Bid and Commercial Bid to be submitted in separate sealed covers envelop as per formats as **Annexure-‘B’ and Annexure-‘C’**.

4. **DELIVERY PERIOD:**

The items ordered would be supplied within a period of 07 days from the date of receipt of Supply Order, which would be duly acknowledged by the vendor. The buyer reserves the right to cancel the Supply Order unilaterally in case items are not delivered within the stipulated delivery period. Extension of delivery period will be at the sole discretion of the buyer, with applicability of LD clause.

5. **Consignee Details :**

The items ordered would be delivered by the vendor at the following address on:

Information Technology & Systems

O/o The Principal Controller of Defence Accounts

(Central Command)

Cariappa Road, Lucknow – 226002

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PART III

STANDARD CONDITIONS OF RFP:

The bidder would give confirmation of their acceptance of the Standard Conditions of the RFP as are mentioned below:

- a) **Law:** The Supply Order which would be placed on successful bidder, shall be considered and made in accordance with the laws of the Republic of India. The Supply Order shall be governed by and interpreted in accordance with the laws of the Republic of India.
- b) **Effective Date of the Supply Order:** The supply Order shall come into effect on the date of its acknowledgment by the Seller and shall remain valid until the completion of the obligations of the parties under the Supply Order.
- c) **Arbitration:** All disputes or differences arising out of or in connection with the Supply Order shall be settled by bilateral discussions. Any dispute, disagreement or questions arising out of or relating to the Supply Order or relating performance, which cannot be settled amicably, may be resolved through arbitration.
- d) **Penalty for undue influence:** The giving or offering of any gifts or bribery, or an attempt at any such act by or on behalf of Seller towards any officer/ employee or agent of the Buyer, or to any other person in his behalf, directly or indirectly, or any attempt to influence any officer, employee or agent of the Buyer for showing any favour in relation to his or any other contract will render the Supply Order liable for immediate cancellation.
- e) **Earnest Money Deposit (EMD):** The bidders taking part in the bid are required to furnish EMD for a sum of **Rs. 18000/-** (Rupees Eighteen Thousand only) along with the bid with a validity of 45 days in the form of Account Payee Demand Draft / Fixed Deposit Receipt/ Bankers Cheque / Bank Guarantee from any scheduled bank. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect. In case of non-submission of EMD without exception, the bid will be summarily rejected.
- f) **Performance Security Deposit:** Performance Security deposit is to be furnished by the successful bidder in the form of a Performance Bank Guarantee (PBG) issued by a public sector bank or a private sector bank authorized to conduct government business, in the prescribed format within thirty days from the date of award of contract. Preferably, performance security is payable by the supplier at the rate of 10% of the contract value. PBG should remain valid for a period of sixty days beyond the date of completion of contractual obligations, including warranty. The BG will be returned to the supplier on successful completion of all his obligations under the contract. In case the execution of the contract is delayed beyond the contracted period and the purchaser grants extension of delivery period, with or without LD, the supplier must get the BG revalidated if not already valid.
- g) **Nondisclosure of Contractual Documents-information:** Except with the consent in writing of the Buyer, the Seller shall not disclose the contract or any provision, to any person, other than a person employed by the Seller in the carrying out of the contract. Any disclosure to any person permitted under above clause shall be made in confidence and shall extend only so far as may be necessary for the purpose of contract.

h) **Liquidated damage (LD):** If the Seller fails to deliver stores in full, within the stipulated delivery period, in accordance with terms and conditions of the Supply Order, the Seller shall pay to Buyer liquidated damages, at the rate of **'0.5% of the total value of the delayed items for each complete week or part thereof, up to maximum of ten percent (10%) of the value of delayed stores.** Thereafter the Buyer will have the right to terminate the Supply Order in the case of such delay beyond five weeks and would have the option to buy the quantity of said item from the market at the Sellers risk and cost. The mode and method of such purchase would be at the total discretion of the Buyer. The amount charged as liquidated damages shall be deducted by the Buyer from the amount due for payment to the Seller.

i) **Payment Terms:** After the stores have been delivered successfully by the supplier and are found in accordance with the terms and conditions of the Supply Order, the supplier would submit his bill/commercial invoice along with original Supply Order which would be subjected to pre audit in the office of PCDA (CC), Lucknow - 02 and thereafter the payment will be released through **RTGS/NEFT/CMP** only within 02 weeks, provided the bill so submitted is free from audit deficiencies.

j) **Quantity:** Estimated quantity is as per Annexure of Schedule of Requirements. However, office of the PCDA (CC) shall place order only as per actual requirements which may vary from the quantity mentioned in the schedule of requirement. The Supply Order will be placed on monthly or quarterly basis or as per the requirement of the buyer.

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PART IV

SPECIAL CONDITIONS OF RFP:

- a) **Option clause:** The Buyer will have the right to exercise an option to procure an additional 50% of the original contracted quantity in accordance with the terms and conditions of the original Supply Order (which would be placed on successful bidder). It will entirely be the discretion of the Buyer to exercise this option or not.
- b) **Monthly/Quarterly Indent::** The Buyer will have the right to place Supply Order on monthly/quarterly basis in accordance with the terms and conditions of this RFP till the contract is valid.
- c) **Fall clause:** During the currency of the Supply Order, if there is a reduction in the prices due to any fluctuations on the market or due to any other factor, the benefit would be passed on to the buyer by the Seller.
- d) **Force Majeure:** Each contracting party shall be excused for the nonperformance or delayed performance of any of his contractual duties or obligations if and to the extent to which such nonperformance or delayed performance is caused by Force Majeure and the party whose performance is so affected immediately and in writing notifies the other of the occurrence of the same. Force Majeure shall mean fires, floods, natural disasters or other acts of God, war, civil commotion, strikes sabotage, explosions, epidemics, quarantine restrictions and such other occurrence beyond the control of either party.
- e) **Inspection:** The stores will be subject to inspection by a Board of Officers constituted for the purpose by the buyer, to ascertain that the stores delivered conform to the specifications/quality as well as quantity as laid down in the Supply Order. In case the stores ordered on receipt are not found to be conforming to the laid down specifications/quality and quantity, the defective stores/deficiencies will be removed/replaced by the supplier at his own expense. In case of any dispute, decision of the purchaser will be final and binding.
- f) **Termination Clause:** The buyer shall have the right to terminate the Supply Order in part or in full in any of the following circumstances:
- i) The delivery of the material is delayed for causes not attributable to Force Majeure for more than 02 weeks after the scheduled date of delivery.
 - ii) The delivery of the material is delayed for causes attributable to Force Majeure for more than 04 weeks after the scheduled date of delivery.
 - iii) Supply of items is not as per desired quality/specification.
- g) **Warranty:** The following Warranty will form part of the contract placed on successful Bidder:-
- i) The Seller warrants that the goods (batteries) supplied under the contract conform to technical specifications prescribed and shall perform according to the said technical specifications.
 - ii) The Seller warrants for a period of **12 months for 12V 7AH and 12V 17/18AH and 24 months for 12V 24AH and 12V 42AH** from the date of acceptance of stores (batteries) by the Buyer / User or date of installation and commissioning, whichever is later and applicable, that the batteries supplied under the contract and each component used in the manufacture thereof shall be free from all types of defects/failures. Batteries will be replaced within 5 working days with new batteries in warranty period.

- iii) If within the period of warranty, the batteries / goods are reported by the Buyer to have failed to perform as per the specifications, the Seller shall either replace or rectify the same free of charge, within a maximum period of 45 days of notification of such defect received by the Seller, provided that the goods are used and maintained by the Buyer as per instructions contained in the Operating Manual. Warranty of the equipment would be extended by such duration of downtime. Record of the down time would be maintained by the user in the logbook. The Seller also undertakes to diagnose, test, adjust, calibrate and repair/replace the goods/equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the Buyer and the Seller.
- iv) The Seller also warrants that necessary service and repair back up during the warranty period of the equipment shall be provided by the Seller and he will ensure that the downtime is within **07 days** of the warranty period.
- v) If a particular equipment/goods fails frequently and/or, the cumulative down time exceeds **07 days** of the warranty period, the complete equipment shall be replaced free of cost by the Seller within a stipulate IT & S period of **07 days** of receipt of the notification from the Buyer. Warranty of the replaced equipment would start from the date of acceptance after Joint Receipt Inspection by the Buyer/date of installation and commissioning.
- vi) **Extension of Rate Contract:** The Rate Contract may be extended on the same terms and conditions on year to year basis for upto 3 years at the sole discretion of the buyer.
- vii) **Stickers for Date of Replacement.** The contractor will require to place a sticker on all batteries being supplied by indicating therein date of supply and blank columns for filing in date of replacement of batteries and warranty thereof. The date of replacement of batteries and warranty will be filled by his representative duly authenticated by the Buyer / User at the time of replacement of batteries.

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PART V

EVALUATION CRITERIA & PRICE BID ISSUES

The broad guidelines for evaluation of bids will be as follows:

- a) Only those bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
- b) **The lowest Bid will be decided on the basis of lowest bid quoted for the overall proposal.**
- c) The bidders are required to spell out the rates of VAT, Service Tax etc. in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of VAT is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entreated after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of Customs duty/ Excise Duty/VAT duty upto any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of customs duty/ Excise Duty/VAT, it should be brought out clearly.
- d) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
- e) The Lowest Acceptable Bid will be considered further for placement of contract/ Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items of UPS batteries. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.



ACDA (IT&S)

"Annexure-A"

to RFP No.IT & S/AN/174/ Batteries/2016-17 dt 15/09/2016

Details of the batteries to be included in the Rate Contract.

Sl No .	Battery Rating / AH	Definition of Work	Make and warranty	UPS for which battery required	Estimated Annual Consumption/Replacement	Expected stations of consignees
1.	12V, 7AH	Supply, Installation, Commissioning of UPS Batteries and replacement of old batteries.	SMF, VRLA, one year	UPS 500VA, 650VA, 1KVA of various makes	77	Lucknow, Allahabad, Kanpur, Fatehgarh, Faizabad, Jhansi, Babina, Gorakhpur and Varanasi.
2.	12V, 17AH / 18AH		SMF, VRLA, three years	UPS 5KVA of various makes	90	Lucknow, Allahabad, Kanpur, Fatehgarh, Faizabad and Varanasi.
3.	12V, 26AH		SMF, VRLA, three years	5KVA & 10KVA of various makes	330	Lucknow, Allahabad, Kanpur, Fatehgarh, Faizabad and Varanasi.
4.	12V, 42AH		SMF, VRLA, three years	5KVA & 10KVA of various makes	41	Lucknow, Allahabad, Kanpur, Fatehgarh, Faizabad and Varanasi.

Note:

1. Purchase will depend on actual consumptions and fault in running batteries.
2. There is no minimum binding for procurement of batteries from supplier.

"Annexure-B"

to RFP No.IT & S/AN/174/ Batteries/2016-17 dt 15/09/2016

Refer para - 3 of Part-II of the RFP/TE

FORMAT FOR SUBMISSION OF TECHNICAL BID

Srl. No.	Tendered Parameters / Eligibility Criteria	Documentary Evidence required to be attached	Compliance by the tenderer (Yes / No)
1	The bidder should be the Original Equipment Manufacturer (OEM) of the batteries he is bidding or should be an Authorized Dealer of the OEM.	Evidence of being OEM. OR In case of the authorized dealers, a copy of the Authorization certificate issued by the OEM and valid on the date of submission of quote, should be enclosed with the technical-bid.	
2	The batteries proposed in the quotation should be of a reputed brand (such as Exide/Panasonic/Amron) adhering to IS: 8144-1976 .	Copies	
3	Annual financial turnover of the bidder during the last three financial year ending 31st Mar 2016(Audited copy of Balance Sheet), should not be less than Rs.25 Lakhs.	Balance Sheet for the relevant FY to be enclosed	
4	The firm must have successfully executed at least 3 Rate Contract /Supply Order of batteries to any Govt. Organization(s)/PSUs / Centralized Banks during the last 36 months from the date of opening of bids aggregating to Rs.25 lakhs.	As documentary evidence, copies of Rate Contract(s) / supply order(s) should be enclosed with the Technical-Bid.	
5	Bidder must have valid VAT / Sales Tax Registration Certificate.	A copy of the certificate along with receipt of last premium paid should be enclosed.	
6	Details of Earnest Money Deposit (EMD) as per details given in para 14 of Part-I of RFP/TE. (Indicate DD/Pay Order/FDR No., amount, date of issue and issuing Bank/Branch).	EMD to be submitted in original.	
7	Acceptance of All Terms &Conditions of the RFP/TE.	N/A (state yes/no)	
8	Acceptance of Warranty	N/A (state yes/No)	
9	Acceptance of Delivery period or clearly indicate variations	Indicate in writing the reasons for non-acceptance of delivery period or any variations.	

Office seal

Place:

Dated:

(Signature of the Tenderer)

"Annexure-C"

to RFP No.IT & S/AN/174/ Batteries/2016-17 dt 15/09/2016

FORMAT FOR SUBMISSION OF PRICES

1. **Price Bid Format** : The Price Bid Format is given below and Bidders are required to fill it correctly with full details:

SI No.	Battery Rating / AH	UPS for which battery required	Estimated Annual Consumption/ Replacement	Rate of New Batteries per Unit (including all taxes and overheads)	Rate (against buy back of old batteries) per Unit (including all taxes and overheads)
1.	12V, 7AH	UPS 500VA, 650VA, 1KVA of various makes	77		
2.	12V, 17AH/ 18AH	UPS 5KVA of various makes	90		
3.	12V, 26AH	5KVA & 10KVA of various makes	330		
4.	12V, 42AH	5KVA & 10KVA of various makes	41		

Office seal

Place:

Dated:

(Signature of the Tenderer)