

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

Dated : 19.09.2016

REQUEST FOR PROPOSAL

FOR

Online UPS 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)	19.09.2016
Date of Pre bid Meeting	26.09.2016
Last date and time for Receipt of Proposal	04.10.2016 (02:00PM)
Date and Time of opening of Technical Bids	04.10.2016 (03:00PM)
Date and Time of opening of Financial Bids	06.10.2016 (11:00AM)
Place of Pre Bid Meeting	Information Technology & Systems, O/o The PCDA (CC), 1, Cariappa Road, Lucknow - 226002
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-maid ID : cda-luck@nic.in

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 BIDS FOR SUPPLY ONLINE UPS UNDER BUYBACK

Request for Proposal (RFP) No. : EDP/AN/174/Hardware/2016 - 17 Dated - 19 Sept. 2016.

1. Bids in sealed cover, containing separate sealed envelopes for technical and financial bid, are invited for supply of items listed in Part II of this RFP. **Please super scribe the above mentioned Title, RFP number, technical/financial and date of opening of the Bids on the sealed cover** to avoid the Bid being declared invalid. Bids received without EMD shall be summarily rejected. **For applicability of EMD please refer to Para 11 of Part-I General Information.**

2. The sealed bids may be dropped in the Tender Box marked as "**QUOTATION FOR SUPPLY OF ONLINE UPS UNDER BUYBACK**", kept at **Reception** of this office or sent by courier/registered/speed post at the address given below so as to reach by the due date and time:

**Asstt. Controller of Defence Accounts
Information Technology & Systems,
Office of the Principal Controller of Defence Accounts (Central Command)
1, Cariappa Road,
Lucknow - 226002.**

For any clarifications regarding this RFP, Sr. Accounts Officer (IT & S) may be contacted at 0522- 2451995.

3. This RFP is divided into three Parts as follows:
- a) Part I - Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.
 - b) Part II - Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
 - c) Part III - Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.

d) Part IV - Contains Special Conditions applicable to this RFP and which will also form part of the Contract with the successful Bidder.

e) Part V - Contains Evaluation Criteria and Format for Price Bids.

4. 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. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

5. **Eligibility** :The Firm/Company should have been in existence for at least three years as on 31.03.2016 (in case of mergers/acquisition/restructuring or name change, the date of establishment of the earlier/original Partnership Firm/Limited Company can be taken in to account) The company should be registered as authorized Dealer/Vendor of the concerned OEM. The latest validity letter is required.

6. **DISCLAIMER:** The information contained in this Request for Proposal (RFP) document or information provided subsequently to bidder(s) applicants whether verbally or in documentary form by or on behalf of PCDA (CC), is provided to the bidder(s) on the terms and conditions set out in this Request for Proposal (RFP) document, and all other terms and conditions subject to which such information is provided.

This Request for Proposal (RFP) is neither an agreement nor an offer and is only an invitation by PCDA (CC) to the interested parties for submission of bids. The purpose of this Request for Proposal (RFP) is to provide the bidder(s) with information to assist the formulation of their proposals. This Request for Proposal (RFP) does not claim to contain all the information each bidder may require. Each bidder should conduct his own investigation and analysis and should check the accuracy, reliability and completeness of the information in this Request for Proposal (RFP) and where necessary obtain independent advice. PCDA (CC) makes no representation or warranty and shall incur no liability under any law, statute, rules or regulation as to the accuracy, reliability or completeness of this Request for Proposal (RFP). PCDA (CC) may in its absolute discretion, but without being under any obligations to do so, update, amend or supplement the information in this Request for Proposal (RFP).

Part I - General information

1. **Last date and time for depositing the bids: 04.10.2016 (02:00 pm):** The sealed bids should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.
2. **Manner of depositing bids:** Sealed bids should be sent by Courier/speed post/registered post at the address given above so as to reach by the due date and time. The sealed bids may be dropped in the tender box as mentioned in Para 2 at Page 4 of this RFP. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/ non-receipt of bid documents. Bids sent by FAX or e-mail will not be considered. Title i.e. **"QUOTATION FOR SUPPLY OF ONLINE UPS UNDER BUYBACK "**, and date of opening of bids should be mentioned clearly on top of the sealed quotation envelopes.
3. **Time and date for opening of bids: 4th October 2016 (03:00PM) for technical bid & 6th October 2016(11:00AM) for financial bid** (If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).
4. **Place of opening bids:**

**Information Technology & Systems,
Office of the Principal Controller of Defence Accounts (Central Command)
1, Cariappa Road,
Lucknow - 226002.**

The bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of representative of firms that have quoted for the tender.

5. **Forwarding of bids** - Bids should be forwarded by the bidders under their original memo / letter pad inter-alia furnishing details like TIN number, VAT/CST number, Bank address with EFT Account if applicable, etc. and complete postal & e-mail address of their office.
6. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.
7. **Clarification regarding contents of the bids:** 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 or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
8. **Rejection of bids:** Canvassing by the bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.
9. **Unwillingness to quote:** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the bid, failing which the defaulting bidder may be removed from the list for the given range of items as mentioned in this RFP.
10. **Validity of bids:** The bids should remain valid till **30/11/2016**.
11. **Earnest Money Deposit:** - Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs. 39,000/- (Rs. Thirty Nine Thousand Only)** along with their Technical bid. **The EMD may be submitted in favour of "PRINCIPAL CONTROLLER OF DEFENCE ACCOUNTS (CC), LUCKNOW"** in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks, or a

private sector bank authorized to conduct government business as per Form DPM-13 (Available in MoD website and can be provided on request). **EMD is to remain valid for a period of forty-three days beyond the final bid validity period.** EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the supply. The bid security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the supply. **EMD is not required to be submitted by those Bidders who are registered for the same item/range of products/goods or service with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of Ministry of Defence (MOD) or MOD itself.** The bid security/earnest money will be liable to be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect during the period between the deadline for submission of bids and expiry of the bid validity period. No separate order is required for forfeiture of Bid Security which follows on default and should be credited at once to the Government Account.

Part II - Essential Details of Items/Services required

1. **Schedule of Requirements** - List of items / services required is enclosed as Annexure 'A' to this letter. **Only those firms are eligible to bid who are an authorized dealers/Registered Suppliers/Resellers/distributor of OEM for Online UPS under Buyback.**
2. **Delivery and Installation schedule:**
 - a. The Bidder should deliver, install and commission the goods within 3 weeks from the date of purchase order.
 - b. Delivery of the Goods shall be made by the Supplier in accordance with the terms of the purchase supply. The bidder should take responsibility of the goods till it reaches the delivery destination as informed by PCDA (CC), transport to such place of destination in India, including insurance and storage, as shall be specified in the Supply, shall be arranged by the Supplier. Bidder shall arrange the road permits or any other document wherever required. Any letter required for this will be given by the PCDA (CC).
 - c. The PCDA (CC) will not be in a position to supply Form-C or Form-D and bidder will have to arrange for Form 31 or 32 or any other road permit, if required, on behalf of PCDA (CC).
 - d. After completion of installation the bidder should obtain sign-off on the Installation-cum-Acceptance certificate from the PCDA (CC) official at delivery location. Principal Controller of Defence Accounts (CC) will carry out acceptance of hardware as per acceptance test plan.

Installation will be treated as incomplete in one/all of the following situations:

- Non-delivery of any hardware or other components viz. accessories, documentation, software/drivers media mentioned in the order.
 - Non-delivery of supporting documentation.
 - Delivery, but no installation of the components or software.
 - System operational, but unsatisfactory to the PCDA (CC).
- e) The PCDA (CC) will consider the inability of the Bidder to deliver or install the equipment within the specified time limit, as a breach of supply and would entail the payment of Liquidation Damages on the part of the Bidder.
 - f) The liquidation damages represent an estimate of the loss or damage that the PCDA (CC) may have suffered due to delay in performance of the obligations (relating to delivery, installation, operationalization, implementation, training, acceptance, warranty, maintenance etc. of the deliverables) by the Bidder.
 - g) The PCDA (CC) shall, without prejudice to its other remedies under the Supply, deduct from the Supply Price, as liquidated damages, a sum as specified in General Terms and Conditions
 - h) Products shall be supplied in a ready to use condition along with all Cables, Connectors, Software Drivers, Manuals and Media etc.

3. **Buy Back of Old UPSs with batteries:** The bidder shall offer his items (Online UPSs of 10 KVA with batteries) against Buy Back of old UPSs with batteries which will be replaced by the contractor and would be handed over to the contractor by the buyer / user. Out of three UPSs, one UPS is make of Atels and two UPSs are make of Neo Power and all are in functional state, the batteries installed in Atels are make of Exide and the batteries installed in Neo Power are make of Amron Quanta and Adino Power, the same shall be accepted by the contractor. The UPSs and Batteries are to be taken on as is where is basis. However, for supply of new Online UPSs of 10 KVA with batteries he should quote his rates as per specification indicated in this RFP/TE. Firms have to make arrangement for lifting of old UPSs and batteries at their own cost. The UPSs and batteries to be collected at time of delivery of new UPSs with batteries. Maximum period of lifting old UPSs and batteries is 30 days beyond this period, if firm fails to lift old UPSs and batteries, NO claim for old UPSs and batteries will be accepted.
4. **Delivery address :**
Information Technology & Systems,
Office of the Principal Controller of Defence Accounts (Central Command)
1, Cariappa Road,
Lucknow - 226002.

Part III - Standard Conditions of RFP

The bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract to be concluded with the successful Bidder (i.e. Seller in the Supply) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law:** The Supply shall be considered and made in accordance with the laws of the Union of India. The supply shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date :** PCDA (CC) will issue purchase order for the delivery installation and commissioning of the Online UPS under Buyback as per the specification as Annexure "A". The selected Vendor is expected to complete the delivery installation and commissioning of the Online UPS under Buyback within a period of 3 weeks of issue of supply order.
3. **Arbitration:** All disputes or differences arising out of or in connection with the Supply shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Supply or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).
4. **Penalty for use of Undue influence:** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Supply or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Supply or any other Supply with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Supply or any other Supply with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of

corruption shall entitle the Buyer to cancel the supply and all or any other supply with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other supply, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the supply, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. **Non-disclosure of Supply documents:** Except with the written consent of the Buyer/ Seller, other party shall not disclose the supply or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

6. **Liquidated Damages:** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc. as specified in this supply, the Buyer may, at his discretion, withhold any payment until the completion of the supply. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the supply order value of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the total value of goods/services delayed beyond the original date of delivery /completion of supplies/ service as indicated in the supply/supply order.

7. **Termination of Supply:** The Buyer shall have the right to terminate this supply in part or in full in any of the following cases without any Notice:

- a) **The delivery of the material is delayed for causes not attributable to Force Majeure for more than two month) after the scheduled date of delivery.**
- b) **The Seller is declared bankrupt or becomes insolvent.**
- c) **The delivery of material is delayed due to causes of Force Majeure by more than one months provided Force Majeure clause is included in supply.**
- d) **The Buyer has noticed that the Seller has utilized the services of any Indian/Foreign agent in getting this supply and paid any commission to such individual/company etc.**

e) As per decision of the Arbitration Tribunal.

8. **Notices:** Any notice required or permitted by the supply shall be written in the Hindi/English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

9. **Transfer and Sub-letting:** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Supply or any part thereof, as well as to give or to let a third party take benefit or advantage of the present supply or any part thereof.

10. **Patents and other Industrial Property Rights:** The prices stated in the present Supply shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

11) **Amendments:** No provision of present Supply shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Supply and signed on behalf of both the parties and which expressly states to amend the present Supply.

i) **Taxes and Duties:**

General

- a. If Bidder desires to ask for excise duty or Sales Tax / VAT extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.
- b. If reimbursement of any Duty/Tax 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 duty/tax will be entertained after the opening of tenders.
- c. If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm

inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.

- d. If a Bidder is exempted from payment of any duty/tax up to any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.
- e. Any change in any duty/tax upward/downward as a result of any statutory variation in exercise taking place within supply terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

ii) Sales Tax/VAT:

- a. If it is desired by the Bidder to ask for Sales tax/VAT to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidders are inclusive of sales tax and no liability of sales tax will develop upon the Buyer.
- b. On the Bids quoting sales tax extra, the rate and the nature of Sales Tax applicable at the time of supply should be shown separately. Sales tax will be paid to the seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax and the same is payable as per the terms of the supply.

iii) Octroi Duty & Local Taxes: Octroi exemption certificate will be provided by the buyer.

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Supply concluded with the successful Bidder (i.e. Seller in the Supply) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. **Performance Guarantee:** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the estimated supply value within 30 days from signing of rate supply. Performance Bank Guarantee should be valid up to 60 days beyond the date of expiry of rate supply.

2. **Option Clause:** The supply will have an Option Clause, wherein the Buyer can exercise an option to procure an additional of the original supplied quantity in accordance with the same terms & conditions of the present supply. This will be applicable within the currency of supply. The Bidder is to confirm the acceptance of the same for inclusion in the supply. It will be entirely the discretion of the Buyer to exercise this option or not.

3. **Tolerance Clause** - To take care of any change in the requirement during the period starting from issue of RFP till placement of the supply, Buyer reserves the right to 25% plus/minus increase or decrease the quantity of the required goods up to that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the supply, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

4. **Validity of the rates:** The rates quoted will be valid till 60 days after opening of price bid. However, if there is any reduction in prices/taxes in the market is noticed, vendor should pass on the benefit of the reduced prices to the buyer.

5. **Payment Terms:** The payment will be made by Controller General of Defence Accounts, Delhi Cantt through electronic mode (RTGS/NEFT). 100% payment will be made after successful completion of entire supplies against supply order. The bank details like account holder name, bank name, bank account number, IFSC Code, MICR Code for E-payment must be submitted with the bill.

6. **Risk & Expense clause:**

- a. Should the stores or any installment thereof not be delivered within the time or times specified in the supply documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller 7 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of supply, to declare the supply as cancelled either wholly or to the extent of such default.
- b. Should the stores or any installment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the Buyer's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of supply, to cancel the supply wholly or to the extent of such default.
- c. In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-
 - a. Such default.
 - b. In the event of the contract being wholly determined the balance of the stores remaining to be delivered thereunder.
- d. Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed 10% of the value of the contract."

7. **Force Majeure clause:**

- a. Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present supply), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present supply.

- b. In such circumstances the time stipulated for the performance of an obligation under the present supply is extended correspondingly for the period of time of action of these circumstances and their consequences.
 - c. The party for which it becomes impossible to meet obligations under this supply due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.
 - d. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.
 - e. If the impossibility of complete or partial performance of an obligation lasts for more than 3 (three) months, either party hereto reserves the right to terminate the supply totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.
8. **Earliest Acceptable Year of Manufacture:** January 2016 with minimum life of one year at the time of delivery of the item.
9. **Warranty:** Vendors will provide at least three-years on-site warranty for the supplied items supplied commencing from the date of Acceptance. During warranty, the vendor will repair/replace without any cost any defective stores. The Buyer may invoke the bank guarantee in case the vendor fails to ensure rectification of defects/ replacement of stores within two weeks of the defect being intimated to him.
10. **Conditions during warranty:** The supplied items should fulfil the following conditions during the warranty.
- a. Any failure of the supplied items to meet our requirement of smooth functioning supplied items which does not meet the requirements shall be treated as nonfulfilling of the conditions of warranty. Such supplied items should be replaced with good and acceptable quality of similar supplied items within a maximum period of 24 hours of lodging a complaint.
 - b. If the replacement is not received with a period of ONE WEEK, a penalty at the rate of Rs. 2000/- (Rs. Two thousand only) per day will be charged or recovered out of the Bank

Guarantee held towards warranty. In case of any stores not supplied for more than seven working days, the purchaser has the option to get the same from any suitable agency at the risk and cost of vendor, which will be deducted from the Bank Guarantee due to vendor. The rejected quantities, after replacement by the vendor, will be taken back by the vendor at his cost. The purchaser shall not be responsible for arranging for any loading or unloading of such rejected material. Such removing will be done within 48 hours of the replacement with good and acceptable quality of stores.

11. Repeat Order Clause: -This supply will have a Repeat Order clause, within six months from the date of supply/successful completion of this supply, the cost, terms & conditions remaining the same. The bidder is to confirm acceptance of the clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.

Part V - Evaluation Criteria & Price Bid issues

1. **Evaluation Criteria** - 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. **Documents to be attached for technical evaluation are mentioned in Annexure - "A" & Annexure - "B"**.
 - b. The Lowest Bid will be decided upon the lowest price quoted for Online UPS under Buyback listed at annexure- 'A', by the particular Bidder as per the Price Format given at Para 3 below. The consideration of taxes and duties in evaluation process will be as follows:
 - i. Ultimate cost to the buyer would be the deciding factor for ranking of bids.
 - ii. Sales tax and other local levies, i.e. octroi, entry tax etc. would be ignored.
 - iii. 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.
 - iv. If there is a discrepancy between the unit price and the Total cost of Online UPS under Buyback that is obtained by adding the unit price, 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.
 - v. The Lowest Acceptable Bid will be considered further for placement of supply / Supply Order after complete clarification and price negotiations as decided by the Buyer. The L1 will be selected on the basis of total cost item listed at annexure- 'C'.
2. The selection process consists of the following two bid system:
 - i) Technical Evaluation & Minimum Eligibility Criteria
 - ii) Commercial Evaluation
3. **Price Bid Format:** The Price Bid Format is given in Annexure 'C' and Bidders are required to fill this up correctly with full details.

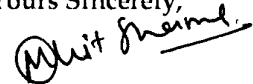
4. Documents comprising the Bid:

The bid shall consist of Four Separate Envelopes:

- a) First envelope will consist of specification & minimum eligibility criteria. This should contain all details as mentioned in Annexure - A & B. Technical Bid should be written clearly over this envelope.
- b) Second Envelope will consist of Commercial bid. (As per Annexure - C). Commercial Bid should be written clearly over this envelope.
- c) The Third envelope will consist of EMD. EMD should be written over this envelope.
- e) Fourth envelope will consist of above three envelopes duly subscribing

"QUOTATION FOR SUPPLY OF ONLINE UPS UNDER BUYBACK".

Yours Sincerely,



(Mohit Shrama)

IDAS

ACDA (IT & S)

(As per schedule of requirement as per Part II item 1)

Indicative specification of the Online UPS under Buyback

Sr. No.	Specification of New 10 KVA online UPS to be procured under buyback	Whether (Yes/No)
1.	IGBT-PWM based Online UPS with in build isolation transformer suitable for 3 phase AC input and single phase AC output, floor mounted type, 30 minutes of backup with VRLA batteries with minimum warranty of one year on UPS and two year on Batteries.	

Signature of authorized person

Full Name & Designation:

Date:

Seal:

Place:

Documents to be attached for eligibility criteria

1. Certificate of Registration of Firm/Company: (Attach copy)
2. Attach copy of NEFT Mandate Form
3. PAN/GIR No. (Attach Copy)
4. TIN No. (Attach Copy)
5. VAT/Sales Tax Registration No.(Attach copy)
6. Attach letter of authorization from OEM for support of Online UPS under Buyback brand along with current validity ink signed Letter of OEM.
7. (i) Whether the firm registered with CPO (i.e. DGS&D),
NSIC, Department of MoD or MoD itself for supply (YES/NO)
of same items
(ii) If YES, please attach copy of the registration certificate.
(iii) If NO, Details of Earnest Money Deposit Rs. 39,000/-
Instrument : (DD/FD/BG etc.)
Instrument No. &
Date Drawn on Bank
8. Additional information, if any, :
(Attach separate Sheet, if required)

Signature of authorized person

Full Name & Designation:

Date:

Seal:

Place:

Annexure "C"

Price Bid format

(TO BE PROVIDED BY THE BIDDER IN A SEPARATE SEALED COVER)

Sl No.	Item Description	Qty	Unit Rate (Rs)	Total Cost of Item (Rs)	Taxes, duties and other costs (Rs)	Total Value (Rs)
1	10 KVA online UPS with Batteries with 30 minutes of backup	3				
	Total					
	Amount in Words :					

Signature of authorized person

Full Name & Designation:

Date:

Seal:

Place: