

F.No.E-III/26(86)/UPS/2021/

Dated : the 12<sup>th</sup> Dec., 2022.

### Tender Notice

Subject : **Extension of Invitation of Tender for Proposal for Comprehensive Annual Maintenance Contract of 1No. 30KVA UPS System installed in this Directorate.**

This has reference to tender No. E-III/26(86)/UPS/2021, dated 04.11.2022, this Directorate extends the tender submission end date of quotation for "**Comprehensive Annual Maintenance Contract of 1No. 30KVA UPS System installed in DGCI&S, Kolkata**".

Organizations capable and interested, may please submit the quotation separately for **Technical Bid** and **Financial Bid** for this tender.

|                                     |            |
|-------------------------------------|------------|
| Tender Published Date               | 12.12.2022 |
| Tender Document Download Start Date | 12.12.2022 |
| Tender Submission Start Date        | 13.12.2022 |
| Tender Document Download End Date   | 30.12.2022 |
| Tender Submission End Date          | 30.12.2022 |
| Tender Opening Date                 | 02.01.2023 |

This office reserves all rights to accept or cancel any quotation without showing any reason.

This issues with the approval of Competent Authority.

  
(Manish Kumar)  
Dy. Director &  
Head of Office

GOVERNMENT OF INDIA  
MINISTRY OF COMMERCE & INDUSTRY  
DIRECTORATE GENERAL OF COMMERCIAL INTELLIGENCE & STATISTICS  
VAANIJYA TATHYA SADAN  
565, ANANDAPUR, SECTOR-I, PLOT NO.22  
KOLKATA-700 107

**TENDER DOCUMENT**

**FOR  
COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT  
OF  
1 NO. 30KVA UPS SYSTEM  
(MAKE: LIEBERT, MODEL:S7400)**

## SCOPE OF WORK

Annual maintenance contract of

1. 1 number of 30 KVA UPS System (Make: Libert), Model: S7400, S.No. 9909740808, Voltage :220 per phase, 3 Phase, Year of procurement: 1999

## General Terms and Conditions

1. It is highly desirable that the vendor may visit this Directorate before going for the bidding process in order to understand the scope of the work.
2. The vendor must have servicing outlet in West Bengal.
3. Non-Blacklisted certificate need to be submitted.
4. The contracting Company/Firm/Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of this Directorate.
5. The tenderer will be bound by the details furnished by him/her to this Directorate while submitting the tender or at subsequent stage. In case, any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her liable for legal action besides termination of contract.
6. The contract will be awarded on merit basis after examining technical specifications quoted by the agencies, working performance for at least one year in maintenance of UPS in any organization (Government or Private) and overall examination of tender bids of the Company/firm/agency.
7. The contract can be terminated by this Directorate at any time without assigning any reasons after giving a month's notice and the decision of this Directorate shall be final and binding.
8. The period of contract will be valid for one year which may be extended for further one year with the consent of both the parties.
9. The one-year period of servicing will commence from the date of acceptance of Contract.
10. No extra payment, whatsoever, on account of natural calamities or otherwise will be made except what is permitted under this contract. It shall be responsibility of the contractor to carry out maintenance work of UPS satisfactorily throughout the year.
11. The work is to be carried out in the office premises itself. However, only such work which cannot be done in the office premises will be allowed to be done outside with the written permission of the Head of office or any higher officer. No extra payment would be made on this account.
12. The following services are not included in this contract and could be done on payment basis:
  - a. Shifting/Replacement of accessories if required for the use of the system.
  - b. Electric wiring, accessories and its associated problems.
13. No Tools & Plants shall be supplied by this Directorate.
14. During the continuance of AMC, if the machine becomes obsolete/ unserviceable, then the contract will be terminated in that month itself in which the machines becomes obsolete/unserviceable. The payment, therefore, will be made on pro-rata-basis (proportionately).
15. Maintenance and servicing of UPS system should be done by trained service personnel by visiting the installation for periodic preventive maintenance once in 3 months.

Guarantee from a Commercial Bank which should remain valid at least for a period of 45 days beyond the final bid validity period payable to Director General, DGCI&S, Kolkata, must accompany the tender. Tender not accompanied with prescribed EMD or EMD submitted in any other form i.e. Cheque or Cash will not be considered for evaluation.

C. FOREFEITURE OF EMD: The EMD will be forfeited under the following conditions:

- a. If the tenderer withdraws or amend, impairs or derogates from the tender in any respect within the period of the validity of the tender.
- b. If the bidder withdraws the bid before the expiry of the validity period of the bid or within the time frame of the extension given by Head of Department, DGCI&S, Kolkata in special case communicated before the expiry of the bid.
- c. If the bidder fails to comply with any of the provisions of the terms and conditions of the bid document.
- d. If the selected bidder fails to execute agreement in prescribed format furnish the bank guarantee within the prescribed time.

D. RETURN OF EMD

- a. The earnest money of all the unsuccessful bidders will be returned as early as possible after the expiry of the period of the bid validity but not later than 30 days of the issue of the work order to the successful bidder.
  - b. The EMD of the successful bidder shall be returned after receiving the Bank Guarantee.
  - c. No interest will be paid by this office on the Earnest Money Deposit.
31. A performance security amount of 3 % is to be provided by the successful bidder immediately after being awarded the contract in the form of Demand Draft/Pay Order drawn in favor of Director General, DGCI&S, Kolkata payable at Kolkata or Bank Guarantee issued by a reputed Bank or fixed Deposit Receipt (FDR) made in the name of the agency but hypothecated in favor of Director General, DGCI&S, Kolkata valid for 60 days beyond the expiry of period of guarantee period.

### **Instructions for Tender Submission**

1. The Price Bid is to be submitted in the Prescribed Formats (Annexure I, II & III) enclosed to this Tender Notice. Tenders submitted otherwise would not be considered.
2. Each interested bidder is allowed to submit only a single tender. Tenders must be submitted in sealed envelope on or before the last day of submission. The Bids should be addressed to The Head of Office, Directorate General of Commercial Intelligence and Statistics, Kolkata. The Tender should be sent to Directorate General of Commercial Intelligence and Statistics, 565Anandapur, Ward No.108, Sector-1, Plot No.22, ECADP, Kolkata - 700107 on or before the due date. Tender Application received after the expiry of the due date and time shall not be considered.

### **Additional Conditions/Requirements**

1. The Tender will be accepted by the Competent Authority in DGCI&S as per the rules/instructions issued by the Government of India from time to time in the matter.

16. Apart from the periodic preventive maintenance visits, all breakdown call on the system must be attended by the firm within 24 hours. Contact details may be provided after awarding of the contract.
17. In the event of breakdown or failure in machine after servicing, your representative would pay a visit to this Directorate as and when intimated and you shall have to attend this forth-with without any extra charges.
18. If the contracting party fails to attend the breakdown within 48 hours after communication by this directorate by mail, the department reserves the right to get the work done from other service agencies and recover the cost thereof from AMC or as decided by competent authority.
19. The Company/Firm/Agency shall depute a coordinator who would be responsible for immediate interaction with this Directorate, so that services of the persons deployed by the Company/Firm/Agency could be availed optimally without any disruption.
20. The bidder must provide escalation matrix of telephone/mobile numbers for service support.
21. During the course of servicing or repairing this Directorate shall not be liable for any damage or loss direct, indirect or consequential to any person or property/procurement of the Servicing Agency, as a result of operation/breakdown or accident of this machine or any other circumstances beyond the control of this Directorate.
22. In case, the person employed by the successful Company/Firm/Agency commits any act of omission/commission that amounts to misconduct/ indiscipline/ incompetence, the successful Company/Firm/Agency will be liable to take appropriate disciplinary action against such persons, including their removal from site of work, if required.
23. It will be the responsibility of the service providing Company/Firm/Agency to meet transportation, food, medical and any other requirements in respect of the persons deployed in this Directorate and this Directorate will have no liabilities in this regard.
24. The persons deployed by the service providing agency shall neither claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees of this Directorate during the contract period or after expiry of the contract.
25. In case of any dispute in the service contract, the decision of the Head of Department, Directorate General of Commercial Intelligence and statistics, shall be final and binding on you.
26. The successful Company/Firm/Agency shall maintain all statutory registers under the Law. The agency shall produce the same on demand to the concerned authority of this Directorate or any other authority under the Law.
27. Payment terms as follows:
  - a. No advance payment will be made.
  - b. The payment shall be made after successful completion and handing over of work in all respect in quarterly basis.
28. The successful Company/Firm/Agency shall also be liable for depositing all taxes, levies, educational Cess, etc. to concerned tax collection authorities from time to time as per extant rules and regulations on account of services rendered by it to this Directorate.
29. In event of any statutory levy or tax of any nature, including Service Tax become applicable to this agreement at any time, it is understood and agreed that such incidents will be borne by the Servicing Agency.
30. EARNEST MONEY DEPOSIT (EMD):
  - A. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD.
  - B. Bid Security deposit equal to an amount of Rs. 5000/- (Rupees Five Thousands Only) in the form of A/C Payee Demand Draft from a commercial Bank/Bank



2. The Directorate reserves the right to reject any or all Tenders/extend the date of opening of Tender etc. without assigning any reasons thereof.
3. In addition to its right to determine the contract upon fault of the Successful Bidder, the Directorate reserves the right to cancel the contract after giving a month's notice to the contracting agency in whole or in part without assigning any reasons and also reserves the right either to pay or not to pay the Successful Bidder for either part of the contract work or whole of the contract work executed, if they are not according to the directorate's specifications and complete satisfaction.

### **Legal**

1. The successful Company/Firm/Agency shall maintain all statutory registers under the Law. The agency shall produce the same on demand to the concerned authority of this Directorate or any other authority under the Law.
2. The Tax Deduction at Source (TDS) 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 Directorate.
3. In case of breach of any terms and conditions attached to this contract, this Directorate reserves right to terminate the contract during the period after giving a months's notice to the contracting agency and may also forfeit the performance security.

(ANNEXURE-II)

**Financial Bid Specifications:**

| Sl. No. | Particulars                      | Quantity | Unit Rate in Rs (a) | Service Tax (%) (b) | Total (a+b) |
|---------|----------------------------------|----------|---------------------|---------------------|-------------|
| 1       | 30 KVA UPS System (Make: Libert) | 1        |                     |                     |             |

Enclosures to be submitted with the Bid:

1. Tender Document, Submission of Technical Bid, Financial Bid Specifications & Machine Profile (Annexure I, II & III) (Given format to be adopted/used by the bidder) must be duly signed and stamped on every page.

Date:

Place:

(Signature & Seal of Bidding Agency)



**(ANNEXURE III)**

**Machine Profile**

1. 1 number of 30 KVA UPS System (Make: Libert), Model: S7400, S.No. 9909740808, Voltage :220 per phase, 3 Phase, Year of procurement: 1999

## DECLARATION

I, \_\_\_\_\_ Son/Daughter/Wife of  
\_\_\_\_\_, Proprietor/ Director/ authorized signatory of  
the Company/firm/Agency, mentioned above, is competent to sign this declaration  
and execute this tender document.

I have carefully read and understood all the terms and conditions of the tender and  
undertake to abide by them.

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

Name:

Seal:

Date:

Place: