

SPEED POST



कार्यालय रक्षा लेखा नियंत्रक

Office of the Controller of Defence Accounts

नं: 1 स्टाफ रोड, सिकंदराबाद 500 009::No.1 Staff Road, Secunderabad – 500 009

(टेलीफोन/Telephones: 040-27843385/27847957/27841676 फैक्स/FAX : 040-27817275/27810499/27816562)

**No. EDP/5741/AMC/UPS/2018-2019**

**Dated : 16/ 05/2018.**

To

**INVITATION OF QUOTATIONS FOR ANNUAL MAINTENANCE CONTRACT FOR  
ONLINE UPS SYSTEMS IN CDA SECUNDERABAD  
AND SUB-OFFICES AT SECUNDERABAD/HYDERBAD AND VIZAG FOR PERIOD OF  
ONE YEAR FROM 01-08-2018 TO 31-07-2019**

:

1. Bids in sealed cover are invited for supply of items listed in Part II of this RFP. Please super-scribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.
2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below:

Bids to be addressed to	CONTROLLER OF DEFENCE ACCOUNTS, Secunderabad
Postal address for sending the Bids	CONTROLLER OF DEFENCE ACCOUNTS NO.1 STAFF ROAD,SECUNDERABAD-09
Name/designation of the contact personnel	Sr. ACCOUNTS OFFICER(EDP)
Tele numbers of the Contact personnel	040-27843385/27841676 Ext : 407, 211
e-mail id of contact personnel	cda-secd@nic.in
Website	<a href="http://cdasecbad.ap.nic.in/">http://cdasecbad.ap.nic.in/</a> (Tender Document available in website )
Fax number	040-27810499

3. This RFP is divided into five 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 **Controller** reserves the right to change or vary any part thereof at any stage. **Controller** also reserves the right to withdraw the RFP, should it become necessary at any stage.

5. On satisfactory services, the contract may be extended for a maximum of 2 years, at the discretion of CDA Secunderabad.

Sd/-  
**For CDA Secunderabad**

## Part I – General information

- 1. Last date and time for depositing the Bids: 07/06/2018 1730 hrs** (Date to be mentioned in terms of DD MM YY) The sealed Bids (both technical and Commercial, in case two bids are called for) should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.
  
- 2. Manner of depositing the Bids:** Sealed Bids should be addressed to CONTROLLER OF DEFENCE ACCOUNTS should sent by post or by hand personally between 10.00 HRS TO 17.00 HRS. No responsibility will be taken for postal delay or non-delivery/non receipt of tender document . Bids sent by FAX or e-mail will not be considered.
  - a. Cover-1:** Cover-1 will contain the Technical Bids consisting of following documents:
    - i. Original EMD or proof of exemption from EMD
    - ii. Acceptance to the terms and conditions of the tender.(as per format given in RFP)
    - iii. Clause by clause compliance to the specifications as per AnnexureB  
Copy of the GST
    - iv. Confidentiality certificate (as per format given in RFP)
    - v. OEM Certificate.(as per format given in RFP)
    - vi. Certificate for Acceptance of terms and conditions of Tender Enquiry.(as per format given in RFP)
  - b. Cover-2:** Cover-2 will contain the Commercial Bid as per Annexure C
  
- 3. Time and date for opening of Bids: 08/06/2018, 11.30 hrs** (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 Controller). Only those bids that are in the tender box will be opened. Bids dropped in the wrong Tender box will be rendered invalid. 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 clauses quoted by the Bidders will be read out in the presence of the representatives of the Bidders. This event will not be postponed due to non presence of your representative.
  
- 4. Location of Tender Box:**

Admin-III section,  
1st floor, O/o Controller of Defence Accounts,  
No.1 Staff Road, Secunderabad – 500009.

Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.
  
- 5. Place of opening of Bids:** Gurukulam, Ground floor,  
old building,  
O/o Controller of Defence Accounts,  
No1 staff Road, Secunderabad-500009.

6. **Two-Bid system:** Only the Technical Bid would be opened on the time and date mentioned above. Commercial Bid will be opened on 08/06/2018 @ 04:30 pm after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Tender opening committee.
7. **Forwarding of Bids –** Bids should be forwarded by Bidders under their original memo / letter pad inter alias furnishing details like TIN number, GST number, Bank address with NEFT Account if applicable, etc and complete postal & e-mail address of their office.
8. **Clarification regarding contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Controller in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.
9. **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 Controller 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 shall be modified after 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.
10. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the Controller 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.
11. **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.
12. **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 delisted for the given range of items as mentioned in this RFP.
13. **Validity of Bids:** The Bids should remain valid up to 45 days from the last date of submission of the Bids.

**14. Earnest Money Deposit:-** Bidders are required to submit original Earnest Money Deposit (EMD) for amount of ₹15,000/- along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee in favour of **CONTROLLER OF DEFENCE ACCOUNTS, SECUNDERABAD** from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-16 (Available in MoD website and can be provided on request). EMD is to remain valid for a period of forty-five 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 contract. 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 contract. 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 within the validity period of their tender.

**Note:**

The firms seeking exemption from payment of EMD must submit duly attested copy of registration certificates for the item. The registration should be valid on the date of opening of tenders. EMD would be adjusted towards Security Deposit in case of successful firm and refunded to the unsuccessful firms. EMD would be forfeited if successful tenderer withdraws, amends, impairs and derogates from tender within validity.

## Part II – Essential Details of Items/Services required

### 1. Schedule of Requirements :

COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR UPS SYSTEMS FOR the PERIOD OF ONE YEAR FROM 01-01-2018 TO 31-12-2018 FOR CDA SECUNDERABAD AND SUB-OFFICES AT SECUNDERABAD/HYDERBAD AND AAO (ARMY) VIZAG AND SUB-OFFICES AT VIZAG. REPLACEMENT OF BATTERIES ARE EXCLUDED

### 2. Technical Details:

a) Following are the details of Hardware which requires AMC coverage

#### Summary of Hardware

Sno	UPS MAKE	SERIAL NO	CAPACITY	LOCATION
1	UNILINE	UL-D5-182	5KVA	AAO (A)
2	ENERTECH	036042K7	20KVA	PAO(Ors)EME
3	ENERTECH	P34042K7	20KVA	PAO(Ors)EME
4	ENERTECH	P38042K7	20KVA	PAO(Ors)EME
5	ATELS	20000101029	20KVA	PAO(Ors)EME
6	UNILINE	KL-E5-086AA	10KVA	PAO(Ors)EME
7	POWERIN	5550117	30KVA	PAO(Ors)EME
8	POWERIN	4300716	10KVA	PAO(Ors)EME
9	ENERTECH	200403295	10KVA	PAO(Ors)AOC
10	ENERTECH	0119032K4	5KVA	PAO(Ors)AOC
11	RENATA	L200978012	20KVA	PAO(Ors)AOC
12	UNILINE	L-D8-124AA	20KVA	PAO(Ors)AOC
12	uniline		20KVA	IT&SDC
14	UNILINE	UL-D8-122AA	20KVA	MAIN OFFICE

**\*\* This is tentative only and may decrease or increase by 25%. This may be used as a basis for providing quotes. The actual amount of contract will be arrived at the time of concluding contract after evaluation and finalization of L1.**

b) Terms and conditions as per Annexure A

c) Office locations as per Annexure E

### 3. Two-Bid System -

#### **Two-Bid System-TECHNICAL Bid(Annexure B) AND FINANCIAL BID (Annexure C)**

The Quotation may be submitted by the bidder under two bid system i.e., Technical Bid and Commercial Bid to be submitted in separate sealed covers as per formats at Annexure B and Annexure C The documents mentioned in Annexure B should be enclosed with Technical Bid.

Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. The Bidders are advised to submit the compliance statement in the following format along with Technical Bid, failing which the Bid may be declared invalid.

Para of RFP specifications item-wise	Specification of item offered	Compliance to RFP specification – whether Yes / No In	In case of noncompliance, deviation from RFP to be specified in unambiguous terms

**4. Delivery Period - NA**

**5. Terms for Delivery and Transportation: At your cost.**

**6. CONSIGNEE DETAILS: CONTROLLER OF DEFENCE ACCOUNTS  
No.1 staff Road Secunderabad-09.**

### **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 concluded with the successful Bidder (i.e. SERVICE PROVIDER in the Contract) as selected by the Controller. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. **Effective Date of the Contract:** Normally the contract shall come into effect on the date of signatures of both the parties on the contract except when some other effective date is mutually agreed to and specifically indicated/provided in the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

3. **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract 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 vendor 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 Controller or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the

aforesaid undertaking by the SERVICE PROVIDER or any one employed by him or acting on his behalf (whether with or without the knowledge of the SERVICE PROVIDER) or the commission of any offence by the SERVICE PROVIDER 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, 1988 or any other Act enacted for the prevention of corruption shall entitle the Controller to cancel the contract and all or any other contracts with the SERVICE PROVIDER and recover from the SERVICE PROVIDER the amount of any loss arising from such cancellation. A decision of the Controller or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the service provider. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the SERVICE PROVIDER towards any officer/employee of the Controller or to any other person in a position to influence any officer/employee of the Controller for showing any favour in relation to this or any other contract, shall render the SERVICE PROVIDER to such liability/ penalty as the Controller may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Controller.

**5. Agents / Agency Commission:** The Service provider confirms and declares to the Controller that the service provider is the direct provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the service provider; nor as any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The service provider agrees that if it is established at any time to the satisfaction of the Controller that the present declaration is in any way incorrect or if at a later stage it is discovered by the controller that the SERVICE PROVIDER has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the SERVICE PROVIDER will be liable to refund that amount to the Controller. The SERVICE PROVIDER will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Controller will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the SERVICE PROVIDER who shall in such an event be liable to refund all payments made by the Controller in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Controller will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

**6. Access to Books of Accounts:** In case it is found to the satisfaction of the Controller that the SERVICE PROVIDER has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents / Agency Commission and penalty for use of undue influence, the SERVICE PROVIDER, on a specific request of the Controller, shall provide necessary information/ inspection of the relevant financial documents/information.

**7. Non-disclosure of Contract documents:** Except with the written consent of the Controller/ SERVICE PROVIDER, other party shall not disclose the contract or any



provision, specification, plan, design, pattern, sample or information thereof to any third party.

8. **Liquidated Damages:** In the event of the failure to submit the Bonds, Guarantees and Documents, repair of stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Controller may, at his discretion, withhold any payment until the completion of the contract. The Controller may also deduct from the vendor as agreed, liquidated damages to the sum of 0.5% of the contract price for the delayed/un served 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 value of delayed stores.

9. **Termination of Contract:** The Controller shall have the right to terminate this Contract in part or in full in any of the following cases :-

(a) The service of the material is delayed for causes not attributable to Force Majeure for more than (30 Days) after the scheduled date of services.

(b) The service provider is declared bankrupt or becomes insolvent.

(c) The service of material is delayed due to causes of Force Major by more than (one months) provided Force Major clause is included in contract.

(d) The Controller has noticed that the SERVICE PROVIDER has utilized the services of any Indian/ Foreign agent in getting this contract and paid any commission to such individual/ company etc.

(e) As per decision of the Arbitration Tribunal.

10. **Notices:** Any notice required or permitted by the contract shall be written in the 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.

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

12. **Patents and other Industrial Property Rights:** The prices stated in the present Contract 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 service provider shall indemnify the Controller 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 SERVICE PROVIDER 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.

13) **Amendments:** No provision of present Contract 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 Contract and signed on behalf of both the parties and which expressly states to amend the present Contract. The contract concluded may not reflect the exact number of stores projected for service in the tender documents and this vary upto 25% either way. The projection is approximate and is basis only for arriving at the value of the each item and have a base for assessing such value.

**14) Taxes and Duties**

Applicable as per GST Act.

**Part IV – Special Conditions of RFP**

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 Contract concluded with the successful Bidder (i.e. SERVICE PROVIDER in the Contract) as selected by the Controller. Failure to do so may result in rejection of Bid submitted by the Bidder.

**1. Performance Guarantee:**

a. The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee (Format Annexure -D) 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 contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).

**2. Option Clause:** NIL

**3. Extension of Contract** – On satisfactory services, the contract can be extended for a maximum of 2 years at the discretion of CDA Secunderabad.

**4. Tolerance Clause** – NIL

**5. Payment Terms for Indigenous SERVICE PROVIDER – Payment will be made within 10 days after completion of each quarter as per the contract agreement. The vendor would be required to project satisfactory service certificates from each of the offices where resident service engineers are provided invariably for release of quarterly payment.** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/NEFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS/NEFT is placed in cda-website cdasecbad.ap.nic.in.

**6. Advance Payments:** No advance payment(s) will be made.

7. **Paying Authority:** CDA Secunderabad.

**8. Force Majeure clause**

a. Neither party shall bear responsibility for the complete or partial nonperformance 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 contract), 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 contract.

b. In such circumstances the time stipulated for the performance of an obligation under the present contract 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 contract 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 6 (six) months, either party hereto reserves the right to terminate the contract 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.

**9. Specification:** The following Specification clause will form part of the contract placed on successful Bidder - The SERVICE PROVIDER guarantees to meet the specifications as per Part-II of RFP and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Controller Services as per modifications/requirements recommended after the maintenance Evaluation Trials. All technical literature and drawings shall be amended as the modifications by the SERVICE PROVIDER before supply to the Controller. The SERVICE PROVIDER, in consultation with the Controller, may carry out technical up gradation/alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenisation or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings repair and maintenance techniques along with necessary tools as a result of up gradation/alterations will be provided to the Controller free of cost within 30 days of affecting such up gradation/alterations.

**10.** During the AMC period, the SERVICE PROVIDER carries out all necessary services/repairs to the equipment/system under AMC at the current location of the equipment/system. Prior permission of the Controller would be required in case

certain components/sub systems are to shifted out of location. On such occasions, before taking the goods or components, the SERVICE PROVIDER will give suitable bank guarantee to the Controller to cover the estimated current value of item being taken.

#### **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.

b. In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Tender opening committee with reference to the technical characteristics of the equipment as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.

c. The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Annexure C. The consideration of taxes and duties in evaluation process will be as follows:

i.) In cases where only Indian bidders are competing, L-1 bidder will be determined by excluding levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, Service tax, GST, Octroi/entry tax, etc on final product, as quoted by bidders which are to be paid extra as per actuals, wherever applicable

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 Controller

f. The lowest acceptable Bid will be considered further for placement of contract/supply order after complete clarification and price negotiations as decided by the Controller. The Controller will have the right to award contracts to different Bidders for being lowest in particular items. The controller also reserves the right to do Apportionment of quality, it is convinced that lowest Bidder is not in a position to supply full quantity in stipulated time.

b) **Performance Criteria:** The Bidder should produce a self certified Declaration stating that the firm has not been blacklisted by any other Govt Deptt/MoD/Indian Army. Neither any Govt. Deptt/MoD/Indian Army has issued a Poor Performance Letter in the past. Failure to do so will lead to rejection of Bid.

CONFIDENTIALITY CERTIFICATE

It is certified that the Company or any representative of the Company or agents authorized by the Controller/SERVICE PROVIDER will not disclose any information gained by them or their representatives or agents, while interacting with the persons of the CDA or any documents prepared in connection with the project or any documents received by them or any study carried out by them, directly or indirectly to any person or company or institution or press.

Company Seal

Place :

Date :

(Authorised signatory of company)

**TERMS & CONDITIONS:**

1. The period of annual maintenance contract would be from 01/08/2018 to 31/07/2019.
2. The Vendor should be registered firm/ Pvt. Ltd/Ltd. Company
3. Vendor should have been in the field of providing AMC services for ups for the past three years in Govt. Organizations/PSUs. Proof need to be enclosed.
4. 100% uptime shall be maintained. Any problem should be rectified within a maximum period of 24 hours or else an equivalent or better unit shall be provided. If you fail to comply with this, the whole AMC shall be extended by the no. of days it took to rectify beyond the first 24 hours with out any extra payment.
5. Vendor should carryout preventive maintenance once in a Month for the total equipment to be covered under AMC and will include dusting, vacuum cleaning, testing, eliminating loose contacts, replacement of worn out parts and components.
7. Copies of GST, to be enclosed.
8. AMC payments will be made in four installments at the end of each quarter within ten days on production of **satisfactory service certificates from each of the offices invariably for release of quarterly payment. This is mandatory.**
9. Two sets of spares shall be kept at our premises for faster rectification of problems. In case, if you are unable to rectify any hardware due to problems such as non-availability or obsolescence etc. it shall be replaced by an equivalent or better system and till then it remains our property.
10. The Scope of comprehensive AMC would cover all hardware part replacements excluding batteries.
11. This office reserves the right to short close the order, if your performance is not satisfactory any time at the discretion of the Controller.

## Technical Bid

### Annexure B

#### **Technical Competency Permanents & Information**

sno	Requirements Items/Softwares/Process/Functionality with specifications	Compliance YES/NO	Deviations any	if
1	<p><u>Previous Experience.</u></p> <p>a. Have executed at least three similar project solutions for Government Organizations / Reputed private Organizations.</p> <p>b. Have similar work experience with Govt of India. Bidder should have OEM support for the entire duration of warranty. Ink signed copy of the OEM support to the bidder should be furnished alongwith the technical bid.</p> <p>c. Documentary proof to be submitted</p>			
2	<p><u>Financial criteria for Bidders.</u></p> <p>a. Annual turnover during each of the preceding 3 years ending 31<sup>st</sup> March of the previous financial year should not be less than 10 lacs rupees.</p> <p>b. Presence in the market for the past 3 years with experience for projects.</p> <p>c. Bidders must possess valid PAN and a copy of the same should be enclosed.</p> <p>d. Bidders should have valid GST registration certificate. A copy of the certificate along with the receipt of the last premium paid should be enclosed with the technical bid.</p> <p>e. Documentary proof to be submitted</p>			
3	<p><u>General Criteria</u></p> <p>Applicant shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of India (Gol) or any other State Government in India.</p>			

Commercial BidHardware Details

Sno	UPS MAKE	SERIAL NO	CAPACITY	LOCATION	Basic rate per item	Taxes	Total Amount
1	UNILINE	UL-D5-182	5KVA	AAO (A)			
2	ENERTECH	036042K7	20KVA	PAO(Ors)EME			
3	ENERTECH	P34042K7	20KVA	PAO(Ors)EME			
4	ENERTECH	P38042K7	20KVA	PAO(Ors)EME			
5	ATELS	20000101029	20KVA	PAO(Ors)EME			
6	UNILINE	KL-E5-086AA	10KVA	PAO(Ors)EME			
7	POWERIN	5550117	30KVA	PAO(Ors)EME			
8	POWERIN	4300716	10KVA	PAO(Ors)EME			
9	ENERTECH	200403295	10KVA	PAO(Ors)AOC			
10	ENERTECH	0119032K4	5KVA	PAO(Ors)AOC			
11	RENATA	L200978012	20KVA	PAO(Ors)AOC			
12	UNILINE	L-D8-124AA	20KVA	PAO(Ors)AOC			
12	uniline		20KVA	IT&SDC			
14	UNILINE	UL-D8-122AA	20KVA	MAIN OFFICE			
<b>Grand Total including Taxes</b>							



**TENDER CONDITIONS ACCEPTANCE LETTER**

(To be given on Company Letter Head)

Date:

To

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**SUB: ACCEPTANCE OF TERMS & CONDITIONS OF TENDER**

Tender Reference No: \_\_\_\_\_

Name of Tender/Work: \_\_\_\_\_

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned Tender/Work from the website namely \_\_\_\_\_ as per your advertisement, given in the above mentioned website(s).
2. I/We hereby certify that I/We have read entire terms and conditions of the tender documents from Page No \_\_\_\_ to \_\_\_\_ (including all documents like annexure(s), schedule(s) etc.,) which form part of the contract agreement and I/We shall abide hereby the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting the acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/ corrigendum(s) in its totality / entirety.
5. In case any provisions of this tender are found violated, your department/ organization shall be at liberty to reject the tender/bid including the forfeiture of the full said Earnest Money Deposit absolutely and we shall not have any claim/right against deptt in satisfaction of this condition.

Yours Faithfully  
(Signature of the Bidder with Official Seal)

**Certificate for Acceptance of terms and conditions of Tender Enquiry for**

It is certified that all the terms and conditions as given in this tender and its appendices are accepted by the company and we will abide by them. It is further certified that any cost incurred on additional hardware/software/accessories required to complete the project would be borne by us.

Company seal  
company with date)

(signature of Authorized Signatory of

Place:  
Date:

### Performance Bank Guarantee Format

**From:**  
**Bank** \_\_\_\_\_

To,  
The CDA  
No1 Staff Road  
Secunderabad

Dear Sir,

Whereas you have entered into a contract No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as the said Contract) with M/s \_\_\_\_\_, hereinafter referred to as the "seller" for supply of goods as per Part-II of the said contract to the said seller and whereas the Seller has undertaken to produce a bank guarantee for ( 10% ) of total Contract value amounting to \_\_\_\_\_ to secure its obligations to the Controller of Defence Accounts, Secunderabad. We the \_\_\_\_\_ bank hereby expressly, irrevocably and unreservedly undertake and guarantee as principal obligors on behalf of the seller that, in the event that the Controller of Defence Accounts, Secunderabad declares to us that the goods have not been supplied according to the Contractual obligations under the aforementioned contract, we will pay you, on demand and without demur, all and any sum up to a maximum of \_\_\_\_\_ Rupees \_\_\_\_\_ only. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. We undertake to effect payment upon receipt of such written demand.

2. We shall not be discharged or released from this undertaking and guarantee by any arrangements, variations made between you and the Seller, indulgence to the Seller by you, or by any alterations in the obligations of the Seller or by any forbearance whether as to payment, time performance or otherwise.

3. In no case shall the amount of this guarantee be increased.

4. This guarantee shall remain valid for ..... months from the date of JRI acceptance of test consignment in India or until all the store, spares and documentation have been supplied according to the contractual obligations under the said contract.

6. Unless a demand or claim under this guarantee is made on us in writing or on before the aforesaid expiry date as provided in the above referred contract or unless this guarantee is extended by us, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.

7. This guarantee shall be a continuing guarantee and shall not be discharged by and change in the constitution of the Bank or in the constitution of M/s \_\_\_\_\_.

**OFFICE LOCATIONS**

Sl.No.	Name of the Office	Postal Address	Station	State	Tele <sup>h</sup> one/FAX Nos.
1.	Main OfficeCDA Secunderabad	No.1 Staff Road, Secunderabad – 500 009	Secunderabad	Telangana	040-27843385, 27847957, 27841676 Fax-27810499
2.	IT & SDC, Secunderabad	PAO (ORs) AOC Campus, Mornington Road, Trimulghery, AOC Records PO, Secunderabad – 500 015	Secunderabad	Telangana	040-27742553
3.	Area Accounts Office (Army) Visakhapatna m	CE (Navy) Compound, Station Road, Visakha <sup>p</sup> atnam – 530 004	Visakhapatnam	Andhra Pradesh	0891-2717968 Fax-2717967
4.	PAO (ORs) AOC, Secunderabad	Mornington Road, Trimulghery, AOC Records PO, Secunderabad – 500 015	Secunderabad	Telangana	040-27740407 Fax-040- 27740407
5.	PAO (ORs) EME, Secunderabad	Trimulghery PO, Secunderabad – 500 022	Secunderabad	Telangana	040-27792932 Fax-040- 27790818

