



Software Technology Parks of India

Ministry of Electronics & Information Technology, Govt. of India
9th Floor, NDCC — II Building, Jai Singh Road
New Delhi-110001

No. STPI/HQ/PDC/09/2018-19/049

Dated: 04/01/2019

Subject: Invitation of Limited tender for comprehensive maintenance contract (CMC) of 40 KVA online UPS (3 Phase input & 3 phase output).

Dear Sir,

Quotations with specifications, descriptive literature are invited towards providing Comprehensive Maintenance Service of 40 KVA online UPS as per **Annexure-I**, by The Chief Administrative Officer, STPI-HQ, 9th floor, NDCC-II Building, Jai Singh Road, New Delhi- 110001.

“Tender for comprehensive maintenance contract (CMC) of UPS of 40 KVA online UPS”

Tender no. : STPI/HQ/PDC/09/2018-19/049
Tender Publishing Date : 04/01/2019
Pre-Bid Date : 09/01/2019, 11:30 hrs
Bid Submission Start Date : 09/01/2019, 17:00 hrs
Bid Submission End Date : 15/01/2019, 14:00 hrs
Bid Opening Date : 16/01/2019, 15:30 hrs

1.Scope of work:

The scope of work for the Successful Bidder will be as under:

1.1 Maintenance Support Services (MSS): The Bidder shall provide Comprehensive Maintenance for the UPS mentioned in Annexure-I. This involves comprehensive maintenance of all components covered under the contract, including repairing, replacement of parts, modules, sub-modules, assemblies, sub-assemblies, spare parts and to ensure that the system/equipment's remains operational. The parts which are to be replaced should be of the same or higher configuration and of OEM or reputed brand. In case of replacement of defective parts, the parts should be accomplished with proper challan mentioning details of part replaced.

1.2 Preventive Maintenance Services (PMS): Preventive maintenance services are required to be taken up by the Bidder on quarterly basis in the last week of the quarter. The Bidder has to inform the schedule of preventive maintenance at least 3 days before schedule time. Preventive maintenance consisting inspection, cleaning of the equipment, testing, satisfactory execution of all diagnostics, necessary repairing of the equipment etc. should be completed as per the schedule.

1.3 Corrective Maintenance Services (CMS): The Bidder has to carry out Corrective Maintenance Services as and when required upon receiving information of any fault in the equipment covered under the contract as per SLA defined in later part of the document. The Bidder shall carry out troubleshooting & replacement of faulty equipment parts as and when required in co-ordination with the STPI. Any repair/replacement required should have to be intimated well in advance.

1.4 Bidder shall also be responsible to ensure equipment should remain in proper working condition throughout the contract period. The Bidder shall provide an escalation matrix for the STPI complaints. All the complaints shall be recorded and

Bidder shall provide a complaint number to end user. Bidder will manage to provide proper solution to end user w.r.t. SLA defined in Agreement. Bidder shall provide the desired reports to STPI as and when asked to do so.

1.5 **SLA Term:** Bidder is required to provide a minimum overall uptime of 99% on quarterly basis for each equipment covered under the contract. The uptime/ downtime report of all the equipment should be provided with bills. Any fault reported, must be attended onsite within 2 hours from the time of fault logging and 08 hours resolution time. In case, if problem not resolved in 08 hours the Bidder must be provided standby equipment/ parts of similar configuration and working condition in substitution of the fault equipment/ parts immediately ensure trouble free service. A prior permission should be obtained for such standby equipment / part by the Bidder from the purchaser / designated agency.

1.6 Vendor need to submit reports of complaints logged, periodic inspection etc.

1.7 It shall be the responsibility of the Bidder to make equipment work satisfactory throughout the contract period and also handover the equipment's to this office in working condition on the expiry of this contract.

2. Instruction to Bidders for submission of bid:

2.1 The bid must be submitted online at CPP eProcurement Portal (<https://eprocure.gov.in/eprocure/app>) using English Language and international numerals.

2.2 Tender documents may be downloaded from Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app>. Aspiring Bidders/ Suppliers who have not enrolled/registered in e-procurement should enroll/register before participating through the website <https://eprocure.gov.in/eprocure/app>. The portal enrollment is free of cost.

2.3 Bidder can access tender documents on the website, fill them with all relevant information and submit the completed tender document into electronic tender on the website <https://eprocure.gov.in/eprocure/app>.

2.4 Tenders and supporting documents should be uploaded through e-procurement. Hard copy of the tender documents will not be accepted. The successful bidder(s) would be required to submit original documents on issue of Work Order.

2.5 The interested Bidders would be required to submit its bid online in Two-Bid Format, viz. Technical and Financial Bids.

Technical Bid: All the documents are to be merged in sequence as pages in one PDF file and to be uploaded in relevant section in eProcurement portal.

All documents submitted should be stamped and signed by the authorized signatory of the bidder. All declarations/undertakings should be on the organization's letterhead. **Non submission of complete documents and in specified format may result in rejection of the bid.**

Financial Bid: To submit financial bid, bidder needs to download Form-B from CPP eProcurement Portal provided as a part of tender documents, fill respective cells and upload the file to portal without changing the name or format.

2.6 All correspondence, if any, should be made at the following address:

Chief Administrative Officer
Software Technology Parks of India (STPI),
9th Floor, NDCC-II Building,
Jai Singh Road (Opp. Jantar Mantar),
New Delhi-110 001

Phone : 011-23438188, Fax : 011-23438173

Note: Please mention the following things on the envelope:

1. Kind attention: CMC of UPS
2. Name, Phone no., Company Name and address details of the bidding company

2.7 The duly filled financial bid have to be submitted as per proforma given in the tender document at Form-B. Conditional financial bid shall be summarily rejected. Modification of financial bid is not allowed, once the bid is submitted. The Financial Bids of only those agencies who have qualified in the Technical bids shall be opened.

3. General Terms and Conditions:

3.1 The contract will be initially awarded for 6 months which may be extended for another 3 Months on the same terms & conditions at the discretion of STPI.

3.2 All pages of bid should be signed and stamped by the vendor/authorized person.

3.3 Successful Bidder has to submit Performance Bank Guarantee (PBG) @5% of the contract value within one week after issuance of work order.

3.4 Liquidity damages (LD) shall be @ of 1% per instance per day subject to the maximum limit of 5% of total AMC value for the particular month, after this STPI reserve the right to either forfeit the PBG or release no payment equal to the AMC amount of the month.

3.5 All cutting/corrections must be signed by the Bidder. Otherwise bid will be rejected.

3.6 Bid validity should be 180 days from the last date of Financial Bid opening.

3.7 STPI may, at its discretion, extend the deadline for submission of proposals or cancel the requirement in part or in whole.

3.8 STPI reserves the right to reject any or all Bids without assigning any reason thereof at any time before award of contract.

3.9 Bidder may visit STPI office for inspection of the equipment during office hours i.e. 10:00 A.M to 05:00 P.M.

4. Eligibility criteria for submission of bid:

4.1 The Bidder should have average annual turnover of minimum of Rs. 5 lacs in the last three financial years. Copy of audited profit and loss account/CA certified statement to be furnished alongwith the bid.

4.2 Bidder should have executed/completed at least 3 work orders of similar services (Not less than Rs. 50,000) during last three years (Up to the last date of the bid submission) out of which one must be of Central/State Govt. /Autonomous Body/PSU etc. Copies of work orders to be furnished alongwith the bid.

4.3 Bidder should not have been blacklisted by Central/State Govt. /Autonomous body/PSU. Declaration to be furnished in Annexure-II.

4.4 Bidder should have office/presence in Delhi/NCR from where services have to be provided. Offices address declaration to be furnished.

5. Bid Opening and Evaluation:

- 5.1 The bids received by the Bid Submission End Date shall be opened online by a duly Constituted Committee. The bidder will be at liberty to be present either in person or through an authorized representative at the time of opening of the Technical Bid with the Bid Acknowledgement Receipt or they can view the bid opening status online at their remote end.
- 5.2 Consequently, a duly constituted Technical Evaluation Committee will proceed to evaluate the technical bids. Based on this evaluation, technically qualified bidders would be invited to the opening of Financial Bids on a subsequent date & time. The technically qualified bidder will be at liberty to be present either in person or through an authorized representative at the time of opening of the Price Bids with the Bid Acknowledgement Receipt or they can view the bid opening status online at their remote end. The Financial Bids will be opened online by a duly constituted Committee.
- 5.3 The bidder is expected to examine all instructions, formats, terms & conditions, and scope of work in the bid document. Failure to furnish complete information or false information/ documents which is not substantially responsive to the bid document in all respect shall result in rejection of bid.
- 5.4 In respect of interpretation/clarification of this bid document and in respect of any matter relating to this bid document, the decision of STPI shall be final.
- 5.5 Venue of Bid Opening: Tender will be opened in **Conference Room, STPI- 9th Floor, NDCC II Building, Opp. Jantar Mantar, Jai Singh Road, New Delhi-110001 at 15:30 Hrs. on the due date.**

6. Award Criteria:

- 6.1 The LI Bidder shall be selected on the Grand total basis of Annexure-II. The Contract/Work Order shall be awarded to LI Bidder. No additional payment whatever will be done other than the evaluated LI value.
- 6.2 In case two or more Bidders quote same rate, then Bidder having higher experience shall be considered as LI.

7. Payment Terms:

- 7.1 Payment shall be made on monthly basis at the end of each month.
- 7.2 The invoices in triplicate shall be submitted within 15 days from the completion of each month along with the SLA reports.
- 7.3 The Payment will be released after due deduction of penalty, taxes, TDS etc.

8. Termination of Contract:

- 8.1 STPI may, without prejudice to any other remedy for breach of contract, by written notice of default sent to vendor, terminate the Contract in whole or part:

- (a) If the vendor fails to provide services /rectify the fault within the time period specified in the contract or any extension thereof granted by STPI.
- (b) If the vendor fails to perform any obligations under the Contract.

8.2 STPI reserves the right to terminate the contract by giving one-month notice at any time or stage during the period of contract without assigning any reason and without any financial consideration/ implication.

9. Rejection of the Bid:

- 1. Not meeting tender terms and condition.
- 2. The Bidder will have to furnish the requisite document supporting the qualification/eligibility criteria and credential as specified in the bid document (as specified in Form A, etc.), failing which the bid is liable to be rejected.
- 3. The bids received after specified date & time will not be considered.
- 4. The bids received through E-mail/Fax / Telex/photocopy will not be considered.
- 5. Conditional financial bid.

10. Blacklisting:

Company/Firm blacklisted by Govt./ Autonomous Body/ PSU/ Corporate organization are not eligible to Bid. If at any stage of bidding process or during the currency of contract, such information comes to knowledge of STPI, the STPI shall have right to reject the bid and forfeit the PBG or terminate the contract, as the case may be, without any compensation to the Bidder.

11. Arbitration:

All disputes or difference whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of the purchase order/work order or the breach thereof shall be settled by solicitor appointed by Director General, STPI.

12. Force Majeure:

If, at any time, during the continuance of the agreement, the performance in whole or in any part by either party of obligation under the agreement shall be prevented or delayed by reasons of any war, hostile acts of the enemy, civil commotion, subrogate, fire, floods, earthquakes, explosions, epidemics, strikes and quarantine restrictions by acts of God,(herein after referred to as eventualities) then provided notice of the happening of any such eventualities is given by either party to the other within two days from the date of occurrence thereon, neither party shall, by reason of such eventualities be entitled to terminate this contract agreement nor shall either party have any claim of damages against the other in respect of such non-performance or delay in performance. Performance of the contract agreement shall, however, be resumed as soon as practicable after such eventuality has come to an end.

Annexure-I

Details of Equipment

Item Type	Item Make	Item Model	Item Configuration	Purchased Date
UPS	D B Power Electronics Pvt. Ltd.	Harmony 3300 SI. No. U081392	40 KVA online UPS 576V-DC (3 phase input & 3 phase output)	17-01-08

Declaration

We declare and conform that **(i)** we have not been blacklisted or deregistered by any Central/ State Government Department or Public Sector undertaking and none of our works had ever been terminated by client after award of contract, during last three years; and **(ii)** no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this contract.

We acknowledge the right of the Employer, if he finds to the contrary, to declare our Tender to be non-compliant and if the contract has been awarded to declare the **contract null and void and our security deposit will be forfeited.**

Technical Bid

- 1. a) Name of the Bidder :
- b) Address
 - i) Telephone No. :
 - ii) E-Mail :
- 2. Presence in Delhi/NCR : Yes/No
- 3. Name of Contact Person :
- 4. Turnover of bidder in last three Financial years : 2015-16:.....
(Copy of Audit report and Financial Statements 2016-17:.....
along with schedules must be enclosed with proposal) 2017-18:.....
- 5. PAN No (Copy enclosed) :
- 6. Service Tax No (Copy enclosed) :
- 7. Certificate of Black listing attached : Yes/No
- 8. Atleast 3 work order of similar nature service of value : Yes/No
Rs. 50,000/- or more (Attached)
- 9. Any other information :

I(designation) of (Name of the firm)
..... hereby declare that I have examine Instruction, Term and
Conditions and Scope of Work of the bid documents and accepted the same.

Signature & Seal of the Bidder

Date: _____

Financial Bid

Format for providing Commercial Quote for Comprehensive Maintenance Contract (CMC)

Particulars	No. of Units (A)	Six Month Service Charges per Unit (B)	Total (INR)
40 KVA Online UPS	1 (One)		
Applicable Taxes			
Grand Total			

(Rupees in words)

Note: The rates should be quoted both in figures and in words. In case of non-clarity, the value mentioned in the words will be considered.

Signature & Seal of the Bidder

Date: _____

Place: _____