



भारतीय लेखा तथा लेखा-परीक्षा विभाग
प्रधान महालेखाकार (लेखा एवं हक), पश्चिम बंगाल
Indian Audit And Accounts Department
Pr. Accountant General (A & E), West Bengal



संख्या/No.: PAGAE-ITSM0ITSC(AMC)/2/2019-ITSC

दिनांक/Date : 01.03.2021

NOTICE INVITING QUOTATIONS

Sealed Quotations are invited in **two bid system** from reputed and resourceful firms having expertise and know-how in the field of Maintenance of online UPS systems for entering into comprehensive Annual Maintenance Contract (AMC) for **3 Nos (1 KVA), 3 Nos (2 KVA), 3 Nos (3 KVA), 9 Nos (6 KVA), 4 Nos (10 KVA), 1 No (20 KVA) UPS** at Treasury Buildings, 2-Government Place (West), G. I. Press Building and Managers' Bungalow at 8 K.S. Roy Road, Kolkata-700 001 for the period from **1st April 2021 to 31st March 2022** under the following terms and conditions.

1. Company Profile	(i) The firm should have experienced Service Engineers for attending to UPS and its related problems as and when occurs. (ii) Experience in rendering AMC to any Central/State Govt. Office is desirable.
2. Rate	Rate should be quoted in the enclosed pro-forma of Bidding Sheet - Financial (Annexure-C) only, which should be all inclusive cost for On-site Comprehensive AMC. The rate is to be quoted separately for each item.
3. Validity	The quoted rate should be valid for a minimum period of 90 days.
4. Scope of AMC	(i) Conditional quotation will not be accepted. (ii) This office reserves the right to negotiate amongst all L-1 bidders, in case of multiple L-1 bidders. (iii) This office however, does not bind itself to accept the L-1 bidder. (iv) The AMC will be comprehensive on-site. The selected vendor is bound to provide support services in respect of all UPSs as given in the Bidding Sheet - Financial (Annexure-C). All service calls of UPSs should be redressed immediately. (v) Preventive maintenance will be carried out once in every six months in consultation with the ITSC section, during the AMC period. Preventive Maintenance will include cleaning, checking the UPS systems and batteries etc. (vi) Replacement and servicing of components is to be done on-site preferably. In extreme case the components may be allowed to be taken to vendor's workshop/authorized service centers with proper documentation. In cases, if the repairing/replacement period is more than 2 days, the vendor has to install a substitute UPS for smooth working of this office etc.
5. Last Date of Submission of Bid	16/03/2021 at 14:00 Hrs
6. Terms and Conditions	Detailed Terms and Conditions are attached as Annexure-A with this NIQ.
7. Payment Terms	Payment will be made on half yearly basis. AMC payment for the first half will be made on successful completion of the first half yearly period of the AMC (01.04.2021 to 30.09.2021) and payment for the second half yearly period (01.10.2021 to 31.03.2022) will be made on successful completion of the second half of the AMC period.

8. Bid Security Declaration	The bidders are to submit a " Bid Security Declaration " as per Format-II accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for three years from participating in any tender published by this office.
9. Performance Security	Performance Security equivalent to 3% of the total AMC value is to be submitted by the successful vendor in the form of Demand Draft or Bank Guarantee as per Annexure-A, Section-B, Clause-2 of the Terms and Conditions.

In order to participate in the bidding process, bidders should follow the procedure described below for submitting their bids. Failure to do so may result in the bid being eliminated at the examination stage as nonresponsive.

Submit sealed envelopes containing technical bid and financial bid separately in the following manner:

Envelope -I — Technical Bid (Eligibility Criteria) comprising of documents describing the technical competence and experience of the bidder(s) in the Bidding sheet - Technical (**Annexure-B**) of this tender document along with a **Bid Application Form and Bid Security Declaration on the letter head of the company**. The specimen format of the covering letter is attached as **Format-I and Format-II** in this tender document.

The envelope has to be sealed and super-scribed as "TECHNICAL BID FOR AMC OF ONLINE UPS".

Envelope -II – Financial Bid containing the price bid in the Bidding Sheet - Financial (**Annexure-C**) of this tender document.

The envelope has to be sealed and super-scribed as "FINANCIAL BID FOR AMC OF ONLINE UPS".

Both the Envelope –I and Envelope –II to be placed inside an another Envelope, sealed and super scribed as BID FOR AMC OF ONLINE UPS " indicating the number and date of this tender addressed to :

The Deputy Accountant General (Admn) & ITSM,
Office of the Pr. Accountant General (A&E), West Bengal,
Treasury Buildings,
2-Government Place (West), Kolkata – 700 001

The Financial bid of the Bidders who become technically qualified in the bidding process will only be considered for Financial evaluation and selection of L1 bidder.

The closed covers may be submitted to "IT Support Cell" of this office latest by **16/03/2021 at 14:00 Hrs**. The Technical Bids will be opened on the same day at **15:00 Hrs** in the presence of bidders, if any. The opening date and time of the Financial Bids will be intimated to the technically qualified bidder later on. The interested firms are advised to inspect the UPS and allied systems in their own interest before quoting rates, as no request for any change in either Rate or Terms & Conditions will be entertained after submission of quotation by the firms on the plea of any lack of information about the systems/machines/ networks etc. This office reserves the right to accept/reject any or all of the tenders any time at its discretion without assigning any reasons thereof. In case of any dispute pertaining to the tender the decision of this office shall be final and binding.

SR. ACCOUNTS OFFICER
IT-SUPPORT CELL

TERMS AND CONDITIONS

Annexure-A

The following Terms and Conditions are a part of the Main Contract and form an integral part of the same. The clause(s) as mentioned below is/are to be strictly complied during the AMC period.

A. Terms & Conditions:

1. The tenderer will provide maintenance service to the UPSs and at the rates quoted by them for the period as mentioned against it in Annexure-C of this NIQ. The quoted rates shall remain fixed during the contract period without any escalation on account of any reason whatsoever. The effective date of the commencement of AMC shall be **1st April, 2021**.
2. The number of UPS items as mentioned in the AMC Bidding Sheet (Annexure-C) may increase or decrease depending upon the age of the assets or decision of the Competent Authority to bring in or exclude from the same under the purview of AMC.
3. The maintenance should be rendered directly by the tenderer. Engagement of any subcontractor / sub-vendor for the purpose will not be accepted.
4. The **AMC is Comprehensive On-Site** and includes free replacement of all parts required for repairing the UPSs except batteries.
5. It is obligatory on the part of the tenderer to attend the service calls of the UPS on priority basis in case of breakdown. The UPSs are to be set right within 2 hours of calls.
6. In cases where the repair/rectification of the UPS items is not feasible onsite, then the components/parts may be allowed to be taken to the vendor's workshop/authorized service centers with proper documentations. If the repair/rectification period is likely to take **more than 2 days**, then the vendor has to install a substitute UPS against the defective one for smooth functioning of this office.
7. However, in any case the faulty UPS is to be set right within 10 (ten) days. In case of delay beyond that period, the reason for the same is to be intimated in writing to this office. In any case, delay beyond 20 (Twenty) days will attract a penalty of Rs.1000/- per item per week.
8. Non restoration of the faulty UPS on the ground that parts are not available for repair will not be entertained by this office.
9. The tenderer shall provide Preventive Maintenance including cleaning all the UPSs under contract irrespective of any fault **once in every six months**.
10. If the tenderer fails to give proper maintenance support in any case and this office is compelled to get the work done by any open external agency /market, the total expenditure in this regard shall be recovered from the tenderer. Further, this may also entail the termination of the contract and encashment of the Performance Security furnished by the tenderer.
11. If the tenderer fails to render satisfactory services, the contract awarded to him shall be cancelled without giving any notice or without assigning any reason whatsoever. The Performance Security submitted by the firm shall be encashed and payment due to him, if any, shall be forfeited. In this connection, decision of the Pr. Accountant General (A&E) shall be final.
12. The tenderer shall handover all the UPS of this office which are under the Comprehensive AMC in working condition on expiry of the contract.

B. Payment Terms :

1. **Payment will be made on half yearly basis. AMC payment for the first half will be made on completion of the first half yearly period of the AMC (01.04.2021 to 30.09.2021) and payment for the second half yearly period (01.10.2021 to 31.03.2022) will be made on successful completion of second half yearly period of the AMC.** In case of imposition of any penalty as per clause above, the proportionate deduction will be made from the subsequent payment, if any or from the Performance Security as the case may be. In the case of any withdrawal of UPS from AMC, the proportionate amount for the same will be deducted from

the subsequent bill of the vendor.

2. Performance Security @ 3% of AMC value will have to be deposited with this office in the form of Bank Guarantee (as per FORMAT-III) or in Demand Draft drawn on any Nationalized/Scheduled Bank in favour of **“PAO (Audit), Office of the Pr. Accountant General (A&E), West Bengal”** payable at Kolkata. The Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations.

C. Jurisdiction of courts in case of dispute.

These terms and conditions/contract are governed by laws of India for the time being in force. Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been at the place from which the acceptance of tenders have been received i.e. Kolkata. Courts of Kolkata shall alone have jurisdiction to decide any dispute arising out of or in respect of these terms and conditions/ contract.

**Sr. Accounts Officer
IT-Support Cell**

Annexure-B**BIDDING SHEET -TECHNICAL**

Sl No.	Criteria	Whether met? If so, details thereof with Supporting Documents.
Minimum Eligibility Criteria		
1	The firm should have regular employees/professionals/engineers on their payroll for attending service/repair of UPS as and when occurs. (Attach the list of the professionals/engineers along with their qualification)	Yes / No
2	The Firm/Vendor should have experience in providing AMC services of UPS to the reputed organization. Experience in rendering AMC to any Central/State Govt. Office is desirable. (Attach copies of the similar work order for the last three financial year).	Yes / No
3.	Bid Application Form as per Format-I of the tender, sealed and signed by the authorized representative of the company.	Yes / No
4.	The bidder should submit a " Bid Security Declaration " in Format-II accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for three years from participating in any tender published by this office.	Yes / No
5.	The bidder should have valid PAN Card.(Attach copy of the PAN Card)	Yes / No
6	The bidder should have GST Registration certificate. .(Attach copy of the GST Registration certificate)	Yes / No

Place:

Date:

Authorised Signatory (For and on behalf of the Agency /Company)

BIDDING SHEET - FINANCIAL

SI No.	UPS Capacity	Qty	Make and SI No. of the UPS	Location	Period of AMC		Quoted Rate including all taxes and ancillary costs
					From	To	
1.	20 KVA	01	LIBERT SI No. 2002075077	VLC	01.04.2021	31.03.2022	
2.	10 KVA	04	EMERSON SI No. 00601020364	Pension	01.04.2021	31.03.2022	
			EMERSON SI No. 0803103035	CGF	01.04.2021	31.03.2022	
			EMERSON SI No. 2004395641	CGF	01.04.2021	31.03.2022	
			TATA LIBERT SI No. 99215052	VLC	01.04.2021	31.03.2022	
3.	6 KVA	09	POWERONE SI No. 20160701097	VLC	01.04.2021	31.03.2022	
			POWERONE SI No. 20160701098	VLC	01.04.2021	31.03.2022	
			POWERONE SI No. 20160701099	VLC	01.04.2021	31.03.2022	
			NUMERIC SI No. V160803685	Pension	01.04.2021	31.03.2022	
			NUMERIC SI No. V160803686	RCC	01.04.2021	31.03.2022	
			NUMERIC SI No. V160803687	Record-I	01.04.2021	31.03.2022	
			NUMERIC SI No. V160803688	RCC	01.04.2021	31.03.2022	
			EMERSON SI No. 8362L1606100222	Training	01.04.2021	31.03.2022	
			EMERSON SI No. 8362L1703100258	EPABX Room	01.04.2021	31.03.2022	
4.	3 KVA	03	NUMERIC SI No. X1120902746	PAO	01.04.2021	31.03.2022	
			POWERONE SI No. 20160701095	CGF	01.04.2021	31.03.2022	
			POWERONE SI No. 20160701096	CGF	01.04.2021	31.03.2022	
5.	2 KVA	03	POWERONE SI No. 20160701093	VLC	01.04.2021	31.03.2022	
			POWERONE SI No. 20160701094	VLC	01.04.2021	31.03.2022	
			KEPTRON SI No. 01162432	IAAD NET	01.04.2021	31.03.2022	
6.	1 KVA	03	NUMERIC SI No. I160604372	CGF	01.04.2021	31.03.2022	
			NUMERIC SI No. I160604373	ITSC	01.04.2021	31.03.2022	
			NUMERIC SI No. I160604374	ADMN. WIZARD	01.04.2021	31.03.2022	
TOTAL:							

Place:

Date:

Authorised Signatory (For and on behalf of the Agency /Company)

FORMAT-I

Bid Application Form

(The Bid Application Form should be on the Letter Head of the Bidding Company)

Date: _____

Reference No: _____

From: _____ (Insert name and address of Bidding Company)

Tel.#: _____

Fax#: _____

E-mail address# _____

To

The Deputy Accountant General (Admn.) & ITSM,

Office of the Pr. Accountant General (A&E), West Bengal,

Treasury Buildings,

2- Government Place (West),

Kolkata – 700 001

Sub: Response to Tender Document No. dated.

for AMC of Online UPS.

Dear Sir,

We, the undersigned *[insert name of the 'Bidder']* having read, examined and understood in detail, the Tender Document, hereby submit our response to Tender Document in connection with the Annual Maintenance Contract of Online UPS. Further, we hereby certify and declare as follows:

- (a) We confirm that we satisfy the qualifying criteria and have attached the requisite documents as documentary proofs. In case you require any further information/ documentary proof in this regard during evaluation of our bid, we agree to furnish the same in time to your satisfaction.
- (b) We confirm that in response to the aforesaid Tender Document, we have not submitted more than one response to Tender Document including this response.
- (c) It has been certified that all information provided in tender form is true and correct to the best of my knowledge and belief. We hereby declare that our proposal is made in good faith, without collusion or fraud. No forged /tampered document(s) are produced with tender form for gaining unlawful advantage. We understand that the **Office of the Pr. Accountant General (A&E), West Bengal** herein after called as the Purchaser, is authorized to make enquiry to establish the facts claimed and obtained confidential reports from clients.
- (d) In case it is established that any information provided by us is false / misleading or in the circumstances where it is found that we have made any wrong claims, the **Purchaser** is also authorized to blacklist our firm/company/agency and debar us in participating in any tender/bid in future.
- (e) I/We assure the **Purchaser** that neither I/We, nor any of my /our workers, will do any act which is improper / illegal and will indulge in any such acts during the execution in case the tender is awarded to us.
- (f) I/We assure the **Purchaser** that I / We will NOT be outsourcing any work specified in the tender document, to any other firm.
- (g) Our Firm / Company / Agency is not blacklisted or banned by any Govt. Department, PSU, University, Autonomous Institute or any other Govt. Organization.
- (h) I/We certify that, I have understood all the terms & conditions, as indicated in enquiry of the tender document, and hereby give our unconditional acceptance to the same.
- (i) I/We, further certify that I/We, possess all the statutory /non-statutory registrations, permissions, approvals, etc., from the Competent Authority for providing the requisite services.

Yours faithfully,

(Name, Designation and Signature of Authorized Person with Office Seal)

FORMAT-II

Bid Security Declaration

(The Bid Security Declaration should be on the Letter Head of the Bidding Company)

Date: _____

Reference No: _____

From: _____ (Insert name and address of Bidding Company)

Tel.#: _____

E-mail address# _____

To

The Deputy Accountant General (Admn.) & ITSM,
Office of the Pr. Accountant General (A&E), West Bengal,
Treasury Buildings,
2- Government Place (West),
Kolkata – 700 001

Ref: Tender No. dated

Dear Sir,

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Office of the Pr. Accountant General (A&E), West Bengal for the period of 3 years from the date of opening of the Bid, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the Tender Document; OR
- (b) having been notified of the acceptance of our Bid by the Office of the Pr. Accountant General (A&E), West Bengal during the period of bid validity and,
 - (i) fail or refuse to execute the Contract, if required, OR
 - (ii) fail or refuse to furnish the Performance Security, in accordance with the terms and condition of the tender.

We understand this Bid-Securing Declaration shall expire if contract is not awarded to us, upon:

- (i) our receipt of your notification to us of the name of the successful Bidder; or
- (ii) twenty-eight days after the expiration of our Bid or any extension to it.

Yours faithfully,

(Name, Designation and Signature of Authorized Person with Office Seal)

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]

FORMAT-III

Proforma for Performance Bank Guarantee for Contract

Reference No..... Date.....
Bank Guarantee No.....

To,
The President of India
Represented by the Pr. Accountant General (A&E)
Office of the Pr. Accountant General (A&E), West Bengal Treasury Buildings,
2 Govt. Place (West)
Kolkata – 700 001

Against contract vide advance acceptance of the Tender No.
..... dated covering ‘Annual Maintenance Contract of the online UPS’ in the office
of the Pr. Accountant General (A&E), West Bengal (hereinafter called the said ‘contract’) entered into
between **Office of the Pr. Accountant General (A&E), West Bengal** (herein called the
Purchaser) and M/s (*name of the Vendor*) of (*address of the*
Vendor) (herein called the Vendor/Service Provider) this is to certify that at the request of the Service
Provider, we (Name of the Bank), are holding in trust in favour of
the Purchaser, the amount of **Rs..... (*in words*)** to indemnify and keep indemnified the
Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of
any breach by the Service Provider of any of the terms and conditions of the said contract and/ or in
the performance thereof. We agree that the decision of the Purchaser, regarding whether any breach of
any of the terms and conditions of the said contract and/ or in the performance thereof has been
committed by the Service Provider and the amount of loss or damage that has been caused or suffered
by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be
paid by us forthwith on demand and without demur to the Purchaser.

We (Name of the Bank) further agree that the guarantee herein
contained shall remain in full force and effect during the period that would be taken for satisfactory
performance and fulfilment in all respects of the said contract by the Service Provider i.e. till (viz. the
date up to period of contract plus 60 days) hereinafter called the said date and that if any claim accrues
or arises against us (Name of the Bank) by virtue of this guarantee
before the said date, the same shall be enforceable against us (Name of the Bank), notwithstanding
the fact that the same is enforced within six months after the said date, provided that notice of any
such claim has been given to us (Name of the Bank), by the Purchaser
before the said date.

Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect
from the Purchaser.

It is fully understood that this guarantee is effective from the date of the said contract and that we
..... (Name of the Bank), undertake not to revoke this guarantee during its currency
without the consent in writing of the Purchaser.

We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or
disputes raised by the Service Provider in any suit or proceeding pending before any court or tribunal
relating thereto, our liability under this present bond being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment

thereunder and the Service Provider shall have no claim against us for making such payment.

We (Name of the Bank), further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said contract or to extend time of performance by the Service Provider from time to time or to postpone for any time or from time to time any of the power exercisable by the Purchaser against the said Service Provider and to forebear or enforce any of the terms and conditions relating to the said contract and we, (Name of the Bank), shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Service Provider or for any forbearance by the Purchaser to the said Service Provider or for any forbearance and/ or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from liability under this guarantee.

This guarantee will not be discharged due to the change in the constitution of the bank or the Service Provider.

Date.....

Place

Signature

Witness

Printed Name

(Bank's common seal)