

OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL(A&E), KERALA, THIRUVANANTHAPUIRAM

No. ITS Cell/3-4/AMC/21-22

23.12.2021

NOTICE INVITING TENDER

THE OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E), KERALA, THIRUVANANTHAPURAM, invites sealed quotations from authorized firms willing to undertake the Annual Maintenance Contract of UPS as per the details on Annexure I of this Tender Notice.

All the equipments / items to be entrusted under AMC in the following locations of **OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E), KERALA, MG ROAD, THIRUVANANTHAPURAM** – **695 001** on the basis of the Annexure – I (General terms and Conditions of Tender), (b) (General terms and Conditions of AMC), Annexure-II(Scope of work), Annexure-III (a) Schedule of Approximate Quantity (Location wise) (b) Schedule of Approximate Quantity (Consolidated), Annexure IV (Tender Application) and Annexure IV (Under taking by the bidder)

Sealed quotations duly filled in the specified proforma addressed to:

SR. DY. ACCOUNTANT GENERAL (ADMN), OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E), KERALA, MG ROAD, THIRUVANANTHAPURAM - 695001,

must reach latest by 11.00 AM on 5th January 2022. The sealed quotations should be super scribed as 'QUOTATIONS FOR AMC OF 40KVA UPS', and should reach this office by the stipulated date and time. Specified pro-forma along with all terms and conditions may be collected from the Data Manager (IT Support Cell), OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E), KERALA, MG ROAD, THIRUVANANTHAPURAM, 695 001 on any working day between 4.00 pm to 5.00 pm. These are also available on Office website https://cag.gov.in/ae/kerala/en.

The Bids shall be opened by the Competent Authority of the OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E), KERALA, MG ROAD, THIRUVANANTHAPURAM 695 001, on 5th January 2022 at 2.00 PM in the presence of such bidders who may wish to be present.

The Competent Authority reserves the rights to reject any or all the quotations without assigning any reason and to alter the number of each item intended to put under Annual maintenance Contract.

Sd/-

SENIOR DEPUTY ACCOUNTANT GENERAL (ADMN)

Enclosures:-

- 1. Annexure I
 - (a) (General terms and Conditions of Tender)
 - (b) (General terms and Conditions of AMC)
- **2.** Annexure- II(Scope of work)
- 3. Annexure- III
 - (a) Schedule of Approximate Quantity (Location wise)
 - (b) Schedule of Approximate Quantity (Consolidated)
- **4.** Annexure IV (Tender Application)
- **5.** Annexure IV (Under taking by the bidder)



OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL(A&E), KERALA, THIRUVANANTHAPUIRAM

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Annexure-I (a)

General Terms and Conditions of the Tender

- 1) The equipments/ items can be inspected on any of the working days between 10.00 AM and 04.00 PM till the closing of the bids.
- 2) The tenderers must enclose adequate document to prove their authorization claims and if not, the Principal Accountant General (A&E), Kerala Thiruvananthapuram reserves the right to accept or reject tenders of these agencies. The decision of the Principal Accountant General (A&E), Kerala Thiruvananthapuram regarding this will be final and shall be binding on the tenders.
- 3) The Rate both in words and figure without any corrections or over writing should be quoted in Annexure II of each individual item separately. Any over writing or re-writing or corrections if any should duly countersigned by the authorized signatory of the firm.
- 4(a) Earnest Money Deposit (EMD) at 5 % of the bid amount in the form of Demand Draft of any nationalized bank must be deposited by bidders along with their duly filled up bidding documents. The validity of the Demand Draft must be for 3 (three) months starting from the date of submission of the bids. The Demand Draft shall be in favour of the Pay and Accounts Officer, Office of the Principal Accountant General (A&E), Kerala, Thiruvananthapuram. (Bank Guarantee or in any other form is not acceptable). Security deposit amounting to 10% of the value of the work in the form of Bank Guarantee is to be furnished at the time of finalization and award of the contract. The amount of E.M.D. will be refunded in case of unsuccessful tenderer on submission of application with Receipt in original acknowledging the receipt of Demand Draft soon after the final decision. In case of successful tender it will be refunded on production of original receipt after completion of validity period of the agreement to be executed between the tenderer and the Sr. Deputy Accountant General (Admn), O/o the Principal Accountant General (A&E), Kerala, Thiruvananthapuram. No interest will be paid on the Security Deposit.
- (b) For NSIC & Micro and Small Enterprises (MSEs) registered firms will have the exemption in submission of EMD. Therefore firms should attach with their offer, Xerox copy of relevant pages of the current and terminal date of their validity of the MSEs/NSIC certificate for registration together with front page indicating validity of registration, the classification list showing the tenderer's registration with MSEs/NSIC for the tendered item.

- 5) The firm should be a registered one under companies act of 1956 and in existence for over 3 years in the trade.
- 6) The firm must have at least two years' experience in maintenance work for Govt. Organization/PSUs. Performance certificates from at least one such existing client must be attached.
- 7) The firm must be the authorized service provider for BPE and a documentary proof of the same must be submitted along with tender form.
- 8) Income Tax Clearance Certificate (ITCC) for the last two years must be attached.
- 9) The successful tenderer will be required to do the work for a period of one year from the date of entering into contract with the Principal Accountant General (A&E), Kerala, Thiruvananthapuram. The Principal Accountant General (A&E), Kerala, Thiruvananthapuram however, reserves the right to terminate the contract at any time without assigning any reasons whatsoever and the decision of the Principal Accountant General (A&E), Kerala, Thiruvananthapuram in this regard shall be final and binding on the successful tenderer. The firm entrusted with the work will have to do the work at the approved rates. If for any reason, the firm is not able to do so, the work will be got done from some other firm/open market and the expenditure incurred on such repairs shall be recovered from the contractor deducted from the AMC.
- 10) The systems shall be inspected by the successful tenderer. The firm will not be allowed to charge any extra amount for repair/replacement, if any after the finalization of Annual Maintenance Contract.
- 11) The tenderer should submit his offer in two separate envelopes i.e. in first envelop with superscription "Tender for the AMC of UPS" (Supporting documents) in Envelope N0. 1
 - a. D.D. for E.M.D. (in case of EMD exemption relevant certificate be Enclosed)
 - b. Sale Tax, GST etc Registration Certificate
 - c. Certificate of being authorized firms for servicing and repair for Computer / Printer / Server / Laptop /UPS / Scanner etc.
 - d. Clients/Users list of item(s) of Company and total experience in this field.

(Important: Above (a) to (d) documents if not enclosed, the Envelope No. 2 will not be opened)

- 12) The tenderer should provide the rates quoted only in Annexure-II in second envelop with superscription "**Tender for the AMC of UPS**" (**RATES**) ENVELOP NO. 2.
- 13) Enclose sealed envelope No. 1 and 2 in envelope No. 3 with superscription "Tender for the AMC of UPS" and be submitted to:

SR. DY.ACCOUNTANT GENERAL (ADMN), OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E), KERALA, MG ROAD, THIRUVANANTHAPURAM - 695001,

- 14) Undersigned will reserve full rights to open/consider the second envelop if and only if The Principal Accountant General (A&E), Kerala, Thiruvananthapuram is satisfied with information contents in envelop No.1. The decision of the Principal Accountant General (A&E), Kerala, Thiruvananthapuram regarding this will be final and shall be binding on tenderer.
- 15) The specimen of "Agreement Bond" will be provided along with letter of acceptance to the tenderer whose rates are accepted by the Principal Accountant General (A&E), Kerala, Thiruvananthapuram. The tenderer shall have to execute agreement in the prescribed form on stamp paper costing Rs.100/- on agreement paper, which should be submitted to the office IT Support Cell within specified time. The agreement received under seal and signature of tenderer will become a legal agreement between the tenderer and the Principal Accountant General (A&E), Kerala, Thiruvananthapuram, which will be binding on tenderer within the local jurisdiction.
- 16) Proportionate Payment will be made on quarterly yearly basis. However, 25 % of estimated AMC cost may be paid in advance against bank guaranty, which will be adjusted against future payment.
- 17) Every page of tender should be numbered and signed with seal by the tenderer
- 18) The right to accept or reject whole or part of the tender or all tenders without assigning any reasons thereof is reserved by the Principal Accountant General (A&E), Kerala, Thiruvananthapuram.



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ANNEXURE-I (b)

General Terms and Conditions for AMC of UPS

- 1. The period of AMC is for one year. The contract will be a completely comprehensive contract covering all parts of UPS except batteries.
- 2. There will be no limit in breakdown calls. Unscheduled, on call corrective and remedial maintenance service to set right the malfunctions of the system includes replacement of unserviceable parts. The parts replaced shall be new OEM parts.
- 3. In case of failure of any Peripheral, the vendor should replace parts with same or higher configuration without any additional cost.
- 4. The contract is subject to review after each quarter and this office reserves the right to terminate the contract with a notice of one week if the service provided is found not satisfactory.
- 5. The payment will be made at the end of each quarter with satisfactory service rendered against invoice. However 25% of the estimated AMC cost will be paid in advance against the Bank Guarantee, equal to 10% of the value of contract, valid for 14(12+2) months, which will be adjusted in future payment becoming due. The payment is subject to satisfactory completion of service in respect of previous quarter. Penalty, if any, will be adjusted from the payment due for the subsequent quarter and final penalty, if any, will be adjusted from the BG executed.
- 6. If any equipment is added or removed from the scope of contract then there would be *pro rata* adjustment in charges.
- 7. The firm would also be indemnified for any damages owing to delay in setting right the problem of hardware, which have critical ramifications.

- 8. A meeting should be arranged with the Sr. Executive of your firm once in a quarter to assess the quality of service provided. Key performance indicators may be established and reviewed on a quarterly basis.
- 9. The Vendor would carry out preventive maintenance of each machine mentioned in Annexure once in every quarter, in order to forestall any major failure of the same which includes installing of updates of antivirus packages. Vendor should also ensure proper cleaning of machines on quarterly basis. A certificate in this regard should be submitted to Accounts Officer/IT Support Cell on quarterly basis for release of payment.
- 10. Servicing have to be done at the client's site at the location cited during normal working hours except in the case of major break down. If the system has to be taken outside the office premises for repair, stand-by arrangement to be made. In case standby is not provided, and the item is not usable beyond the 48 hours, a penalty of Rs 500/- (Rupees five hundred only) per day per machine will be charged. The amount of penalty will be either recovered from the AMC charges/bills for that quarter that limited to 20% of AMC charges in respect of that quarter.
- 11. It is mandatory to have a valid pass / permission to take out each such equipment after making proper entries with the concerned officer in charge of IT Support Cell. Only on the basis of valid Gate Pass from the General Section the item can be taken out the premises of this office.
- 12. The original specification/ characteristics/ features of the equipment should not be changed without prior intimation to the office of the Principal Accountant General [A&E] Kerala, Thiruvananthapuram. Vendor must also maintain the required device drivers for maintaining the equipment in Annexure.
- 13. The vendor shall ensure that no damages caused by his personnel to the hardware or software while undertaking repair or preventive maintenance to the equipment otherwise the vendor will be liable to replace the damage assembly or equipment or software or all of them free of cost and in case of failure to do so, the vendor shall have to bear the cost of replacement by any third party selected by the Principal Accountant General [A&E] Kerala, Thiruvananthapuram.

- 14. The engineer(s) will work under the instructions of the officers in charge of IT Support Cell authorized by the Principal Accountant General [A&E] Kerala, Thiruvananthapuram and shall submit complaint sheets to him for each complaint attended by them. The complaint sheet would clearly define the nature of complaint, location of office and time taken for rectification of a complaint.
- 15. Arbitration: In the event of any dispute or differences between the parties whether during the execution of orders or thereafter whether by breach or in any manner in regard to:
 - a. the construction of the terms and conditions
 - b. the respective rights and liabilities of the parties hereto there under
 - c. any matter or thing arising out or in relation to or in connection with these terms and conditions.

then either party shall give written notice to the other of the same, and such dispute or differences shall be referred to for the sole Arbitration of any persons appointed by the Principal Accountant General (A&E), Kerala. The decision of such Arbitrator shall be conclusive and binding on the parties hereto. There shall be no objection to any such appointment that the person appointed is a Government Servant. The provisions of the Arbitration and conciliation Act 1996 and the rules there under shall apply to the arbitration proceedings. Each party warrants and guarantees that it has full power and authority to do so and perform this agreement, and the person signing this agreement on behalf of each has been properly authorized and empowered to do so.

Data Manager



OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E), KERALA, THIRUVANANTHAPUIRAM

No. ITS Cell/3-4/AMC/21-22

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ANNEXURE-II SCOPE OF WORK /BILL OF QUANTITY / PRICES QUOTES

Sl No	Particulars of Items	Brand (specify)	Qty (Nos.)	Quoted Unit Rate (Rs.)	Quoted Amount (Rs.)
				Total Rs.	
				GST	
	Less Buyback amount, if any (applicable for desktops, all printers & UPSs)				
			(Grand total in Rs.	
(Rupe	es in words)				1

Instructions:

- 1. The 'Eligible Lowest Bidder' shall be selected based on lowest prices for each line item quoted by the participant bidder
- 2. The prices should be free from over-writing/corrections etc. failing which the bids shall be summarily rejected.
- **3.** Warranty of the product should be indicated

Date: Place: (SIGNATURE OF BIDDER) (OFFICIAL SEAL) FULL NAME & DESIGNATION



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Annexure III (a)

TENDER FORM NO. :

NAME OF WORK: AMC of UPS

SCHEDULE OF APPROXIMATE QUANTITY (Location wise)

Desktops

Sl. No.	Item	TVPM	KTM	EKM	TCR	KDE	TOTAL
1	BPE 40 KVA UPS	1	ı	1	-	1	1



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Annexure III (b)	
TENDER FORM NO. :	
NAME OF WORK: AMC of UPS	

SCHEDULE OF APPROXIMATE QUANTITY (Consolidated)

Desktops

Sl. No.	Item	TOTAL	Unit Rate	Total
1	BPE 40 KVA UPS	1		



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ANNEXURE-IV TENDER APPLICATION FORM

1	Name of the Bidder	
2	Full Postal Address	
3	Telephone Nos./	
4	Mobile Nos./	
5	Fax Nos.	
6	Bidding Submitted for the item (Attach Copy of Service Authorization Certificate)	
7	E-mail	
8	PAN Account No. (copy should be attached)	
9	Service Tax No. (Copy should be attached)	
10	VAT Registration No.	
11	Turnover statement certified by Chartered Accountant (copy should be attached)	
11	Income tax returns (copies should be attached)	
	EMD Demand Draft No. and Date	
12	Issuing Bank Details	
	Amount Rs.	



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ANNEXURE V

UNDERTAKING BY THE BIDDER

Place:	Designation:
Date:	
	(Signature of the Bidder)
5. within	I hereby undertake to execute the work as per direction given in the tender document stipulated period.
	I give the rights to the Principal Accountant General (A&E), KERALA, vananthapuram to forfeit the Earnest Money/performance Security money deposit by if any delay occur on my/agent's part or fail to abide by the provisions of the bidding tent
2. and it i	The rates quoted by me are valid and binding upon me for the entire period of contract is certified that the rates quoted are the lowest quoted for any other institution in India.
1. in the	I, the undersigned certify that I have gone through the terms and conditions mentioned bidding document and undertake to comply with them.

(Office seal of the Bidder)