

High Court Of Chhattisgarh, Bilaspur (C.G.)

INVITATION TO TENDER AND INSTRUCTIONS TO TENDERERS

Tender Notice No. **5772**./CPC/2019]

Bilaspur, Date **23** May 2019

The Registrar General, High Court of Chhattisgarh, Bilaspur(C.G.), invites sealed tender for "Annual Maintenance Contract (AMC) of 3X30 KVA Online UPS", installed at High Court of Chhattisgarh, Bilaspur (C.G.) in two bid systems (Technical/Pre-qualification and Price Bid). The terms and conditions of this contract applicable for technical/pre-qualification and price schedule are given in the tender document (attached herewith). If you are interested to quote "Annual Maintenance Contract (AMC) Of 3X30 KVA Online UPS" in accordance with the requirements stated, please submit your tender in the prescribed Tender Form enclosed, in original, on or before the prescribed date and time indicated in the terms and conditions of contract.

 23.5.19
(Neelam Chand Sankhla)
Registrar General

TENDER DOCUMENT

Tender Notice No...../CPC/2019]

Bilaspur, Date May 2019

Sealed tender are invited in two bid systems (Technical/Pre-qualification bid and Price bid)
for

"Annual Maintenance Contract (AMC) of 3X30 KVA Online UPS"

Name and address of Tenderer

M/s. P _____

Date for receiving the Tender: up to 17th June 2019 at 04:30 P.M.

Date & Time of opening the Tender: (Technical/Pre-qualification bid only): It will be intimate latter.

IMPORTANT NOTICE

TENDERERS RESPONDING TO THIS ENQUIRY SHALL BE DEEMED TO BE AGREEABLE TO THE TERMS AND CONDITIONS HEREIN CONTAINED. THESE TERMS AND CONDITIONS SHALL BE BINDING ON THE SUCCESSFUL TENDERER. CONDITIONAL TENDERS ARE LIABLE TO BE REJECTED. HIGH COURT WILL PROCESS THE TENDER AS PER PROCEDURES. THE REGISTRAR GENERAL HIGH COURT RESERVES THE RIGHT TO REJECT ANY OR ALL OR PART OF TENDER WITHOUT ASSIGNING ANY REASON AND SHALL ALSO NOT BE BOUND TO ACCEPT THE LOWEST TENDER. HIGH COURT WOULD NOT BE UNDER ANY OBLIGATION TO GIVE ANY CLARIFICATION TO THE AGENCIES WHOSE BIDS ARE REJECTED.

CHECK LIST

Please verify the following before submission of the tender and submit the required documents in the sequence listed below, to avoid rejection or disqualification of your tender. (Write Yes/No)

1. Tender should accompany with an EMD of Rs.12, 000/- (Twelve thousand) drawn on any nationalized bank in favour of **Registrar General, High Court of Chhattisgarh** in the form of Demand Draft valid for six months. The tenders without EMD will be rejected. (Yes/No)
2. Following documents as indicated in the tender document printed on the tenderer's letter head with dated signature and seal (Yes/No)
 - a) Tender form
 - b) Price Schedule
 - c) Statement on Compliance
 - d) Performance statement
 - e) Service support details
 - f) Other formats, if any provided in the tender; and
 - g) Details of previous contracts, if any.
3. Certificates of registration for sales tax and incorporation etc. issued by appropriate government for the required services with seal of the tenderer. (Yes/No)
4. Income tax clearance certificate issued by the concerned IT circle for the past three years with the seal of the tenderer. (Yes/No)
5. Certificates issued by employers where the similar services were rendered / being rendered with seal of the tenderer. (Yes/No)
6. The entire tender document with seal and signature on **each page**. (Yes/No)
7. Any other document or information as required in the tender document. (Yes/No)
8. Corrections in bid document should be noted over and initialed at the places of corrections. (Yes/No)

**Comprehensive maintenance of 3X 30 KVA Online UPS System installed at High
Court of Chhattisgarh, Bilaspur (C.G.)**

TENDER FORM

From

.....
.....

To

Registrar General,
High Court of Chhattisgarh,
Bilaspur(C.G.)

Dear Sir,

I/We offer the supply the items/services detailed in the schedule and agree to hold this letter open up to 90 days from the date of opening of the tender.I/We shall be bound by a communication of acceptance dispatched within the aforesaid period.

I/We have understood the instructions and conditions for the contract pertaining to the above mentioned tender and have thoroughly examined the specifications patterns quoted in the schedule and are aware of the store/services required and my/our offer is strictly in accordance with requirement.

Copies of the necessary certificated as asked for in the terms and conditions have also been enclosed with the tender.

A Demand Draft/Pay Order bearing No.dated.....
Issued byfor Rs. 12,000/- (Rupees Twelve
Thousand only) in favour of High Court of Chhattisgarh, Bilaspur is enclosed as Earnest
Money Deposit.

Signature

NAME

ADDRESS.....

.....

PHONE NO.....

FAX NO.....

SEAL

High Court Of Chhattisgarh, Bilaspur (C.G.)

1. Essential Eligibility Criteria for Bidders:

- 1.1 The firms/companies, who are authorized service partner or manufacturer of Power Generation/ BPE make UPS; or
- 1.2 Specialized agencies that have completed satisfactorily at least 3 works of similar nature or Involved in Manufacturing, Supply, Installation and Service Support of UPS during the last 5 years ending 31-12-2018. (Certificates/ Documentry proof should be submitted alongwith tender)
- 1.3 The authorized service partners need to produce a certificate from the manufacturer declaring their status.
- 1.4 The firm should have average annual financial turnover of minimum Rs.25 lakh to meet the obligations under contract. The firm shall submit a turnover certificate from recognized Bank or a financial institution or Annual Financial Statements for last 3 years.
- 1.5 Bidders have to provide information on Technical/Pre-qualification requirements in separate sealed envelope with title **"Technical/Pre-qualification requirement"**. Price bid is to be enclosed separately with title **"Price bid of AMC of UPS"**.
- 1.6 The firm has to attach an undertaking that no Government / undertaking organizations have blacklisted the firm for any reason .
- 1.7 The tenderer should have full-fledged office in Chhattisgarh (preferbly Bilaspur/Raipur). If the tenderer is out side of Chhattisgarh then should have authorised service provider/ partner/ support centre/ field engineers in Chhattisgarh, proof of the same should be enclosed.

2. Earnest Money Deposit (EMD)

- 2.1 The Earnest Money Deposit (EMD) of Rs.12,000/-in the form of Demand Draft in favour of "Registrar General, High Court of Chhattisgarh" is required to be submitted alongwith tender in a sealed envelope superscribed **"Tender for AMC of 30 KVA UPS"**.
- 2.2 Tender received without EMD or EMD for lesser amount will be summarily rejected.
- 2.3 The submission of EMD is compulsory for all the Bidders and no exemption will be

granted for submission of EMD in any case except where bidder(s), if any, intends to seek exemption from furnishing EMD. They should submit proof of relevant documents authorising the same. The bidders will have to submit original certificate of such document for verification of their authenticity as and when required.

- 2.4 The EMD shall be returned to the bidder(s) whose offer is not accepted by the High Court of Chhattisgarh within 30 days from the date of signing the agreement with the successful bidder. However if the return of EMD is delayed for any reason, no interest/penalty shall be payable to the bidder.
- 2.5 The EMD of the successful bidder(s) will be returned on receipt of Performance Guarantee.
- 3.6 EMD of a tenderer will be forfeited, if the tenderer withdraws or amend its tender or impairs or derogates from the tender in any respect within the period of validity of its tender.

3. BIDDING PROCEDURE

- 3.1 Bids are invited in two bid system, **(1) Technical/Pre-qualification bid and (2) Price bid (Commercial Bid)**, which shall be sealed separately by mentioning Technical bid and Price bid (Commercial Bid), on the top of envelop. Both of these two envelop will be then enclosed in a single sealed envelope.
- 3.2 No Bids will be accepted after due date and time under any circumstances. This office will not be responsible for any postal/courier delay and also for reasons beyond the control of this office.
- 3.3 Technical/Pre-qualification Bid must contain the EMD for specified amount, along with complete technical details as desired by this tender. First Technical Bids of all the tender will be opened on pre scheduled date, time & venue. Technical Bids without EMD will be summarily rejected.
- 3.4 Price bid, of only successful Technical Bids, will be opened on pre scheduled date, time & venue.
- 3.5 All the bids must be accompanied by an Earnest Money Deposit of the amount of Rs. 12,000.00 (Rupees Twelve Thousand only) in a form of **Bankers cheque/ bank draft issued by any commercial bank in favour of Registrar General, High Court of Chhattisgarh payable at Bilaspur.**

4. SUBMISSION OF BID

- 4.1 The first envelope shall be super scribed with the name of work and the words. " Technical bid/Pre-qualification bid". The first envelope shall be opened on the date

of opening of tender. The bidder should specifically provide full technical details of service offered and also shall provide full details of deviation they intend to make from the technical specifications and contract terms detailed in the Bid. No price details shall be given in this envelope. Violation to this would result invalidation of tender. The Bid Security shall be enclosed with the envelope marked "Technical bid/Pre-qualification bid".

- 4.2 The second envelope shall be super scribed with the name of work and the words "Price Bid (Commercial Bid)". It shall contain full details of the price & commercial conditions. Any deviation from our standard conditions shall be specifically spelt out.
- 4.3 Any deviation of any sort e.g. Technical or Commercial terms and conditions shall be specifically indicated in the Technical Bid itself.
- 4.4 Silence or use of the word "Noted" against any of the Bid conditions shall mean bidder agrees to comply with that/those conditions of Bid.
- 4.5 All offers shall be made available in hard copies as specified in the technical specifications and should be signed by the authorized signatory of the firm on all the pages of the hard copy.
- 4.6 All prices and other information in this regard having a bearing on the price shall be written both in figures and words in the prescribed offer form.
- 4.7 The bid should be submitted in the prescribed bid form of this document. All columns of the bid form should be filled. Any additional information should be enclosed separately and referred to in the relevant column of the bid form. All relevant product literature must be enclosed with the bid.
- 4.8 No bid may be modified subsequent to the deadline for submission
- 4.9 The Registrar General of High Court reserves the right to inspect any or all the works and satisfy itself about the quality and reliability of the service rendered before opening of the concerned vendors price bid.

5 OPENING OF BIDS:

- 5.1 The Registrar General of High Court will open the Technical bids at scheduled time, date and venue in the presence of the bidders representatives who chose to attend.
- 5.2 The bidders representatives who will be present shall sign on the paper evidencing their attendance. In the event of the specific bid opening being declared a holiday for the purchaser, the bid shall be opened at the same time and location on the next working day.
- 5.3 The bidders names, bid withdrawals, presence of bid security and such other details as the Purchaser at its discretion may consider appropriate will be announced at the bid opening.
- 5.4 The firm who have submitted the bids and whose offers are found technically suitable may be informed of the opening date of the second envelope i.e. "Price

Bid (Commercial Bid)".

6. CLARIFICATION OF BIDS:

To assist the examination, evaluation and comparison of bids the Hon'ble the Chief Justice may constitute a Technical Evaluation Committee and may at its discretion, ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.

7. EVALUATION OF BIDS:

7.1. The Registrar General of High Court will examine the bids to determine whether they are complete, required EMD has been furnished and all relevant documents have been properly signed. Evaluation of bids shall be done based on the information furnished by the bidder.

The conformity of the bids to the technical specification and commercial terms and conditions shall be examined. Responsiveness of the bid shall be determined based on the technical and financial capability of the bidder to execute the contract.

7.2 The Registrar General of High Court may examine the bids to determine

a. The correctness of the information furnished by the bidder in its bid. In case any information is found to be incorrect/false, the bid shall be considered as non-responsive.

b. The substantial responsiveness of each bid to the bidding. For purpose of these clause, a substantially responsive bid is one, which conforms to all technical specifications and terms and conditions of the bidding documents without material or commercial deviations. The High Courts determination of a bids responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

8. RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS:

8.1 The Registrar General of High Court reserves the right to accept or reject any bids and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the High Court's action.

8.2 The acceptance of tender, will rest with Registrar General, High Court of Chhattisgarh who does not bind himself to accept the lowest bid and reserves himself the right to reject any or all the tenders receive without the assignment of any reason. All the bids in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.

8.3 Canvassing in connection with tenders is illegal and strictly prohibited and the tenders submitted by the bidders, who resort to canvassing, will be rejected.

9. TERMINATION BY DEFAULT:

9.1 The Registrar General of High Court 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:

- i. If the vender fails to provide service/rectify the fault within the time period specified in the contract or any extension thereof granted by the High Court.
- ii. If the vender fails to perform any other obligation (s) under the Contract.

9.2 In the event The Registrar General of High Court terminates the Contract in whole or in part, The Registrar General of High Court may procure, upon such terms and in such manner, as it deem appropriate, services similar to those undelivered for any excess costs for such similar services. However, the vender shall continue the performance of the

Contract to the extent not terminated.

10. APPLICABLE LAW:

The contract shall be interpreted in accordance with the laws of the Union of India & will be under the jurisdiction of Court in Chhattisgarh.

11. TAXES AND DUTIES:

Vendor shall be entirely responsible for all taxes, duties, license, fees etc. incurred until delivery of the contracted services to the High Court. No tax or duty will be payable by the High Court unless specified by the vender in the price bid.

12. Bank Guarantee:-

12.1 Successful bidder will have to deposit an amount equivalent to 10% of contract value as Performance Bank Guarantee within 7 days of award of the working the form of Demand Draft payable at par and drawn on any public sector Bank in Bilaspur Chhattisgarh in favour of "Registrar General, High Court of Chhattisgarh", for the period beyond two months of AMC period. Performance Bank Guarantee will be liable to be forfeited in the event of 'non-performance' of the bidder.

13 Mode Payment:

13.1 No advance payment will be made to firm. Payment will be made by cheque or through NEFT/RGTS on Quarterly basis after successful completion of the each quarter. The final installment would be paid only after all the equipments are handed over to High Court of Chhattisgarh in perfect working conditions.

13.2 The Service Tax shall be reimbursed to the vendor after submission of proof of payment of Service Tax to the Government for this work.

13.3 TDS Certificate will be issued to the firm after submission of proof of payment of Service Tax to the Government along with quarterly bills

14. SCOPE OF SERVICE:

- 14.1 Uninterrupted Power Supply (UPS) Systems, Qty -03 Nos (30 KVA each)-the UPS system shall operate round the clock and throughout the year. The Scope of Work shall cover the Comprehensive On Site Maintenance Services of all three units of 30 KVA UPS system i.e. preventative maintenance, break down maintenance with spare parts. Comprehensive Annual Maintenance Service includes free replacements of defective components of all sub-assemblies of the equipment during the Contract Period.
- 14.2 The firm shall check the proper functioning of the UPS System and its components, software and hardware on regular basis.
- 14.3 The firm shall check all parameters such as Battery, Incoming and Out Going Voltage, conventional supply Voltage and Load Current in the Display etc.
- 14.4 In the event of breakdown/fault, the High Court will inform the firm immediately and they have to send their engineers for remedial action within 6 hours. The breakdown/fault in the system should be removed at the earliest possible and the system should be put back in working order by the vendor within 24 hours of the above information.
- 14.5 Corrective maintenance including carrying out necessary repairs, provision & replacement of worn out/defective components/parts as required to keep the equipment in good & working order during the contract period at firm's cost.
- 14.6 The comprehensive maintenance will include replacement of all defective parts. All components which are defective or malfunctioning shall be replaced by new ones. The repair should be of the best quality and incorporate good engineering practices. It will be the sole responsibility of the firm to arrange for the replacement parts throughout the contract period without any extra cost.

15 Terms & Conditions:

- 15.1 The AMC shall be valid and effective for a period of TWO years from the date of issue/acceptance of confirmed AMC on comprehensive basis. The AMC may be extended for a further period of two years (one year in each occasion) on same terms & conditions and rates, on the basis of satisfactory performance of the firm each year.
- 15.2 The firm has to mention full particulars of the person/ Engineer who are authorized to receive the breakdown calls from the department. Residential address, telephone No. etc. may also be given so that

complaint may be lodged during and after office hours also. The date and time of the telephonic message/personal message given to such authorized person will be treated as receipt of complaint in Firm's office.

- 15.3 The firm's engineer will visit for routine check-up of the system twice in a month. During the visit any problem reported or observed will be attended to and rectified by the engineer. The service engineer has to submit service cards showing the details of service/job done during the visit. The service card has to be got signed by the concerned officials in Admn/Estt.
- 15.4 The firm has to render the service of their specialized engineer from their manufacturing unit as the need arises depending upon the type of fault. No extra payment will be made by High Court for such visits by specialized engineer.
- 15.5 Replacement of Battery Bank is not in the scope of contract. However, firm shall maintain the battery bank during the contract period without any extra cost.
- 15.6 The equipment shall be got repaired in the office premises and if it is required to be taken away to the workshop, no transportation charges will be paid by High Court and stand-by equipment would be provided by the firm. The firm should have adequate equipment, plant, and machinery to undertake maintenance work within the time schedule.
- 15.7 The firm has to ensure that UPS is always kept in working condition. In case of breakdown/fault the system should be put back in working order by the firm within 12 hours of the receipt of the call from High Court.
- 15.8 In case of Battery charging required by external source due to long Break down, no extra payment will be made to the vendor.
- 15.9 The firm shall be liable to pay for damages caused due to the negligence or improper handling of the equipment.
- 15.10 The firm has to carry out any any minor electrical works if required and also check periodically, preventive maintenances as per details given below:
- 15.11 Checklist for periodical inspection for every three months:(a) Checking of all power and control cable connections for entire system.(b)Checking functionally all control systems, application, circuit inter locks system etc. (c) Checking operating condition of fan blower.(d) Cleaning of UPS and batteries.
- 15.12 Checklist for periodical inspection for every month:(a) Checking of

operation and contact condition of circuit breakers, contactor & switches.
(b) Checking of tightness of plugin item like relays, fuses, holders, control cards etc.(c) Review the records of P.E. Log sheets.(d) The rectification action where felt necessary including adjusting/rectifying/replacing of parts etc

16. Penalties:

16.1 If the vendor fails to put back the system in working order within 24 hours of the intimation regarding breakdown, a penalty @ Rs.200/-(Rs. Two hundred only) per hour would be charged for the delay beyond 24 hours.

16.2 If the firm is not able to rectify the fault within a period of 48 hours from the time of lodging of complaints, it would be open to High Court to have the fault rectified through any other sources at the cost of the firm.


23.5.19

(Neelam Chand Sankhla)
Registrar General

**TENDRE FOR ANNUAL MAINTENANCE CONTRACT (AMC) FOR
ANNUAL MAINTENANCE CONTRACT (AMC) OF 3X30 KVA
ONLINE UPS AT HIGH COURT OF CHHATTISGARH,
BILASPUR(C.G.)**

PART-A

(TECHNICAL/ PRE QUALIFICATION BID)

(Please provide the following details along with documentary proof of the supporting documents as asked in eligibility criteria, without which the tender will not be considered. In case sufficient space is not available, use separate sheets)

**SCHEDULE: Last Date of Receipt of Tender: 17/06/2019 upto 04:30 PM P.M.
Date & Time of Opening of Tender: It will be intimate latter.**

(Technical/ Pre-qualification bid only)

1. Company Name & Address with email id and telephone/moble number:

2. Is the EMD of Rs. 12,000/- enclosed : Yes/No

If yes give details .

D.D.No..... Dated..... for Rs. 12,000/-

3. GST No. (Registration Certifiacte Should Enclosed):

4. Service Tax No. (Registration Certifiacte Should Enclosed) : If applicable.

5. Income Tax PAN No. (Document Should Enclosed):

6. Income Tax Clearance Certifiacte of (Fin year 2015-16, 16-17, 17-18):

7. Company Status (Prop./Pvt./Ltd.):

8. Authorization of Firm to be service partner or manufacturer of Power Generation/ BPE make UPS or Proof that Firm is Specialized agencies that have completed satisfactorily at least 3 works of similar nature (AMC of UPS) or Involved in Manufacturing, Supply, Installation and Service Support of UPS during the last 5 years ending 31-12-2018. (Certificates/ Documentry proof should be submitted) :

9. Annual turnover in the year (Rs 25 lakh min) (Proof Should be enclosed)

Fin Year	Turn Over (in Rs)
2015-16	
2016-17	
2017-18	

10. Registration details in State/Central Govt (Certificate Should be enclosed):

11. No. of Engineers & Technicians in the firm:

12. What is the Infrastructure and spares support Programme:(Please write)

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.....

13. List of clients along with their contact names, telephone numbers and address (tender will not be considered without this information):

14 Facility available for servicing

- i. Spares available
- ii. Test equipment
- iii. Test tools (Hardware/software)
- iv. any others.

14 Has the firm ever been black listed by any Government/undertaking organization:

Yes/No (If No, enclose the undertaking)

15 If the tenderer/Firm is out side of Chhattisgarh then should have address authorised service provider/ partner/ support centre/ field engineers in Chhattisgarh (Proof of the same should be enclosed)

16 Any other Information

Certified that the above information is correct and the firm is willing to accept all the terms and conditions of the tender document.

SINGNATURE

NAME

ADDRESS

PHONE NO.....

FAX NO.....

SEAL

(PART-B)

**TENDRE FOR ANNUAL MAINTENANCE CONTRACT (AMC) FOR
ANNUAL MAINTENANCE CONTRACT (AMC) OF 3X30 KVA
ONLINE UPS AT HIGH COURT OF CHHATTISGARH,
BILASPUR(C.G.)**

(PRICE BID)

(To be submitted on the letter head of the bidder and enclose in a separate envelope titled "PRICE BID")

**SCHEDULE: Last Date of Receipt of Tender: 17/06/2019 upto 04:30 PM P.M.
Date & Time of Opening of Tender: It will be intimate latter.**

(Technical/ Pre-qualification bid only)

Name and Address of the Firm quoting the rates:

S N	Name of the Service for which price is quoted	Quantity	Rate per Year	Taxes (Includin g All types of taxes)	Total Amount
1.	Comprehensive AMC of 30 KVA Online UPS	3			

SIGNATURE

NAME

ADDRESS

PHONE NO.....

FAX NO..... SEAL