



OFFICE OF THE COMMISSIONER OF CENTRAL EXCISE, CUSTOMS AND SERVICE TAX
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C.No.II/39/04/2014 - Comp.

Date : 27.02.2014

NOTICE INVITING QUOTATIONS
(FOR UPS)

Sealed tenders under **two bid system** :-

(a) **Technical bid** containing information relating to all aspects (including all details including vendor's profile, client list, performance report, accreditation letter, etc., but excluding details of the price quoted) and

(b) **Financial bid** containing the comprehensive price quoted, are invited from eligible vendors, for the maintenance of UPS (Uninterrupted Power Supply) installed at various offices/locations of this Commissionerate, for the period from **1st April 2014 to 31st March 2015**. The **eligibility criteria and the conditions governing the Maintenance Contract** are given in the **Annexure-A** and **Annexure-B** respectively. This intimation and the said Annexures can be downloaded from the website <http://cenexkovai.tn.nic.in> and www.cbec.gov.in.

The Bids, which do not cover AMC for the entire items listed in the **Annexure-E & F** will be disqualified and is liable for rejection without any intimation. Technical Bid should cover a general undertaking to accept all the terms and conditions of this Bid Document, as modeled in **Annexure-C** attached to this document, and should be signed by an authorized person of the applicant-vendor. Decision of the competent authority of this office, in respect of further processing of this tender, shall be final and binding on the Vendor.

The detailed list of UPS offered for AMC can be obtained from computer section of this office on any working day between 10-30 am and 5-00 pm till 13th March 2014.

The tender applications/bids of only those applicants/vendor who satisfy the eligibility criteria (as contained in Annexure-A) will be considered for final short-listing. The Technical bid and Financial bid shall be presented in a separate sealed covers and shall be superscribed as "TECHNICAL" / "FINANCIAL" and both envelopes should be addressed to the Additional Commissioner of Central Excise, Coimbatore. If the technical bid cover does not contain all the details relating to acceptance of the conditions, eligibility documents, company profile, client's list, Service Tax Regn. No., etc, (contained in Annexure- D to H) then no further processing of that particular vendor's bid will be undertaken. Technical bid shall include documentary proof in respect of each of the points of Technical Terms & Conditions. Likewise, the financial bid cover shall contain only the rates quoted and their breakup. The rates may be quoted on comprehensive basis for all the UPS. The bids should reach this Office on or before **13th March 2014 upto 5.00 pm**. Tenders received after the last date will not be entertained.

Technical Bids will be opened on 18th March, 2014 at 03.00 P.M. Date of opening of financial bids will be intimated later.

Encl: Annexures A to H.


(ANISH MURALEEDHARAN)
DEPUTY COMMISSIONER

Annexure- A

Eligibility criteria for AMC Vendors:

Reputation of the Vendor:

1. The company/firm/enterprise (hereinafter called the 'Company' or 'Vendor') intending to bid for the tender shall be a reputed organization in the field of UPS for the last 5 years.

Past record of Vendor & Client information:

2. The Company should have undertaken AMC for at least one Central Government Department / Public Sector Unit (PSU), for a minimum of three years during 2010-11 TO 2013-14 in Tamil Nadu.
3. The Department reserves the right to cancel the vendor's bid/agreement, if any information provided by the vendor is found unverifiable or untrue during the selection procedure or the AMC period.
4. This Commissionerate shall have the right to inspect company's site to assess their infrastructure before awarding the AMC and may reject the bid in the event of dissatisfaction of the Commissioner, about the applicant-vendor's infrastructure or past services.

Competence of the Vendor:

5. Vendors having the facility of on-line monitoring of customers' calls and offering the customer facility to make local phone calls or through e-mail for registering the call or knowing its status will be preferred. Vendor should have a proper database system for monitoring all calls from all their clients through Call Escalation Matrix.

Suitable documentary proof to determine eligibility:

6. Suitable documents in proof for the conditions at 1 to 5 above shall be attached to the technical bids, in addition to **Annexures D to G**, failing which the bid will not be shortlisted for further process.

ANNEXURE - B

Conditions governing AMC

Opening of Tender Documents

1. The tender documents, soon after completion of the application period, will be opened in the presence of tender committee formed in this regard. In case where 'technical' bid of a vendor fails, the 'financial' bids will not be opened and may be returned to them as such. Financial bids shortlisted on the above conditions will be finalized soon thereafter. This office does not bind itself to accept the lowest tender and also reserves the right to (a) reject any quotation without assigning any reason whatsoever or (b) re-tendering afresh.

Rejection due to incomplete information or counter conditions:

2. Bids in which any of the furnished particulars and prescribed information of the vendor are inadequate or incomplete in any respect or in which counter-conditions by the vendor are imposed, are liable to be rejected.
3. This tender is not transferable and the successful bidder shall not request for or be allowed, on its own, to devolve or sub-contract or transfer the awarded contract to any other person/vendor either before or after commencement of the contract period.
4. Sub contracting of the AMC is not allowed.

Attending to Breakdown & Preventive Maintenance:

5. The maintenance service by the company shall include break-down maintenance and quarterly preventive service of all UPS in various locations of this Commissionerate. The service engineers should be equipped with mobile phones to ensure their availability. Breakdown calls shall be attended and resolved as per schedule below;

- a. Call attendance: Within 6 Hrs or if not same day by 6 p.m. (whichever is longer)
- b. They should provide support from their respective local offices to our designated offices, the details of which are available in Annexure-F.

Preventive Maintenance service is to be carried out every three months for all UPS and peripherals detailed in the Annexure-E and the same shall include:

- a. Checking of functionality of all the UPS.
- b. Servicing and cleaning of all UPS, batteries and topping up the batteries with distilled water whenever necessary.
- c. Checking of power supply source for proper grounding and safety of equipment.
- d. Ensuring that the covers, screws, switches etc., are firmly fastened, in respect of each equipment.

Replacement of parts on time:

6. Where the parts/components have failed or damaged due to any reason, then replacement of those parts/components shall be replaced free of cost as per schedule above, failing which a standby system shall be provided. Such replacements shall be done in such a manner that the defective part shall not be removed unless the replacing part is ready on hand.

Quality of replacements:

7. Where any items/parts/components need replacement, the same shall be replaced with the same make, specification and brand of item / component / part. In case the brand / model has become obsolete, the same shall be replaced with equivalent or higher-end model of the faulty parts/components.

Identification of parts for free replacement and payable consumables against cost-free components:

8. If certain parts are treated as consumables not to be covered under AMC for free replacement, a list of such consumables shall be separately furnished in the bids (Annexure-H). This list as such will not be accepted by this office for replacement of parts on cost basis, but shall be modified on the basis of items commonly listed (trade practice) by all the vendors in their technical bid part and such commonly identified list will be treated as payable replacement parts.

Time limit for alternative:

9. Where the replacement of the entire UPS with a new one is found necessary, the replacement of the entire system shall be provided within 7 days from the date of the failure of the old system, subject to levy of penalty from the 3rd day. A standby system should be provided during this period to enable the continuity of the work and to avoid penalty.

Precautions against environmental / location problems:

10. During the power cut months, support should be bolstered with additional engineer and quick replacement of faulty components, if calls accumulate beyond normal pendency level. Poor maintenance during the power cut months shall entail penalty as specified in para 9 above.

Restoration : Time limit:

11. In all the cases of replacement of spares for UPS, replacements must be done within 24 hours.

Levy of penalty against delayed/failed call resolutions / restoration:

12. Penalty will be charged for every downtime of more than 24 hours in each case, provided that no penalty will be chargeable for the first 24 hours from the time of booking of calls/complaints or wherever an equivalent standby system has been provided after downtime expiry of the first 24 hrs.
13. If any particular UPS is found to be under repeated failures due to poor servicing or replacement with inferior parts or when troubleshooting is found to have been performed in piecemeal by the AMC Vendor, such instances will also be subject to levy of penalties. If such repetition occurs more than 3 times in a month causing an aggregate, such aggregate downtime for 7 days or more in each case will invite penalty.
14. The vendor shall be responsible for assisting the system-in-charge for scheduled back-up tasks/routines.
15. The AMC vendor should not tamper with the asset code already affixed on the equipments and ensure that asset code is always affixed on all systems under AMC and the same is quoted as reference.

Penalty Rates:

16. Penalty at the following rates per day or part thereof will be automatically deducted from the quarterly payable amount.

KVA WISE

15 KVA UPS	-	Rs.1000/-
10 KVA UPS	-	Rs.750/-
7.5 KVA UPS	-	Rs.600/-
5 KVA UPS	-	Rs.500/-
2 KVA UPS	-	Rs.200/-
1 KVA UPS	-	Rs.100/-

Period of the Contract:

17. This Maintenance Contract shall remain in force from **1st April 2014 to 31st March 2015** or **for less than 365 days**, subject to adherence to all conditions.
18. At the time of expiry of contract all the equipments under maintenance shall be handed over in working condition. The vendor shall provide services for at least 15 working days from the date of expiry of the contract for smooth transfer of the AMC to the new contractor without any extra cost.

Payment of AMC Charges Schedule:

19. The AMC charges will be paid quarterly, after satisfactory completion of each quarter. No demands for revision of rates on any account shall be entertained during or after the contract period. Any penalty liable to be paid will be deducted at the time of payment of quarterly charges.

Logistics & mobility of engineer:

20. Qualified and Skilled Engineer must be deployed to all the calls from all the offices / formations of Coimbatore Central Excise Commissionerate during the business /office hours, from all the offices / formations of Coimbatore Central Excise Commissionerate; the service engineer will have to arrange for the quick conveyance between the problem sites, without depending on public transport and the customer will not pay any allowances towards such out-door work.
21. For remote locations including the offices at Annur, Kuniyamuthur, Palladam, Periyanaickan Palayam, Pollachi, Pothanur, SIDCO, Singanallur, Sulur, Tirupur & Udumalpet qualified engineers of the vendor from the respective local stations shall attend and resolve the calls as per the terms.
22. The Service Engineers should maintain a call log register at the customer's site and such registers have to be produced to the System-in-charge, as and when required.

Deletions from Additions/Deletions to hardware list & Costing as per Configuration & list Provision of RE:

23. If any UPS is disposed off during the period of Maintenance Contract for one or more reasons, the proportionate charges will be deducted from the quarterly amount. If charges have been paid before the disposal of the system, then the proportionate amount will be adjusted against the charges payable on remaining machines. To facilitate correct evaluation of the cost of such additions or deletions at a later date, the cost and the rates for each type of UPS (as per Annexure-E) may be shown separately in the financial bid.

Additions to Contracted List and Quotation of costs:

24. Cost shall be quoted for each type, brand and capacity of the UPS and also the aggregate total of all the UPS put together based on the list of machines, so that any new items (for e.g. new machines for which original warranty expires in the middle of the AMC contract period) can be included additionally during the period of contract; in such cases, pro- rata amount calculated on the basis of the AMC charges for similar item shall be payable for part of the year. Further break up like taxes, etc. should also be shown. The amount of AMC should be inclusive of Service Tax and all other taxes.

Proof of eligibility for applying for tender

25. The vendor shall, at the time of applying for the tender, provide suitable records in proof of their eligibility as against Annexure - A, C, D & G, and will also declare that any of their contracts had not been terminated by any customer before the contract's expiry of its full term in any of the previous year or current year.
26. Copies of ~~home~~ Tax and Sales Tax clearance certificate for latest year of assessment should be provided for verification.

Dispute Resolution:

27. Whenever during the period of the Maintenance Contract, the service of the company is found to be not satisfactory or if the company is found violating any of the conditions governing the Maintenance Contract, this office has the right to terminate the contract immediately without any compensation. However, before such termination, disputes relating to the service by the vendor arising out of the implementation of the contract during its term will be resolved by way of discussion at customer's site, between the Addl. Commissioner or Commissioner representing the customer side and the Sr. Manager of AMC agency representing the vendor side; no third party agency will be allowed to negotiate. If no resolution could be reached, then the contract will be terminated in favour of the customer, viz. Central Excise Dept., in all respects.

Deductions of Taxes:

28. Any tax payable by the vendor towards the contract but is liable for deduction at source and payment by the customer on account of existing statutes, rules, etc. applicable to the vendor, may be deducted at source and only the remaining amount will be paid to the vendor. Hence, the vendor shall provide in the technical bid, the details of registrations obtained by him, like Service Tax, Income Tax, etc..

29. Other Requirements:

1. The firm should be registered with Registrar of Companies and Sales Tax/Trade & Service Tax Department. Copies of PAN /TAN /Sales Tax & Service Tax Regn.No. along with respective Registration Certificates.
2. Establishment of the firm must be more than 10 years old.
3. The firm should have at least five years experience in maintenance of UPS of Central/State Govt. organization/Public sector. A list of clients where UPS are being maintained must be enclosed along with work award contract.
4. Firm must provide customer satisfaction letter from atleast two customers from Govt. departments while submitting the technical bids.

Annexure - C

DECLARATION REGARDING ACCEPTANCE OF TERMS AND CONDITIONS CONTAINED IN THE TENDER DOCUMENT

To
The Commissioner of Central Excise,
6/7, ATD Street, Race Course Road,
COIMBATORE - 641018.

Sir,

I have carefully gone through the terms and conditions contained in this tender notice for Comprehensive on- site Annual Maintenance Contract (CAMC) for UPS installed in various offices/locations under the jurisdiction of The Commissioner of Customs, Central Excise and Service Tax, Coimbatore Commissionerate, Coimbatore.

I declare that all the terms and conditions of the tender notice are acceptable to our company. Our company does not impose any terms and conditions of its own in respect of this bid being submitted for AMC.

I further certify that I am an authorized signatory of the company and I am therefore competent to make this declaration.

Signature of the Authorised Signatory

Annexure - D

(To be filled by the authorized signatory of the firm & this is to be kept in the sealed envelope superscribed "Technical Bid for AMC of UPS")

Name of the Organization / Firm			
Name(s) of the proprietors/ Partners/ Directors		1.	2.
Site Office, Telephone & Fax No. (For Level-1 Customer Care Services)		Address:	Phone No. & Fax No. Person to Contact: Mobile
For Complaints / Customer Care: Level-2 Person		Name	E-Mail ID E-Mail ID
Corporate Office / Accounting & Finance Head		Address:	Phone No. & Fax No. Person to Contact:
Branch Offices within 150 km from Coimbatore and also at Chennai		Address:	Phone No. & Fax No.
Whether firm is registered under Companies Act		(Pl. tick applicable one): Partnership <input type="checkbox"/> Private Ltd. <input type="checkbox"/> Public Ltd <input type="checkbox"/>	
Registered with	PAN No.	Service Tax Reg.No.	
Govt. Bodies	TAN No.	VAT/CST Regn.No.	
Provident Fund No.			
Electronic Portal	Website Address:	Email ID:	
Name of the authorized signatory	Name:	Designation:	

Annexure-E:

EQUIPMENT	CONFIGURATION	QUANTITY
UPS	1 KVA (Brand : Powercone, Prism)	17
	2 KVA (Brand: Numeric, Supernova)	2
	3 KVA (Brand: Avon)	2
	5 KVA (Brand: Hykon, APC)	7
	7.5 KVA (Brand: Numeric)	2
	10 KVA (Brand: Prism)	2
	15 KVA (Brand: Prism)	1
	TOTAL UPS	33

Annexure-F :

Station/Office	UPS
Annur	2
Chennai	-
Divisional Offices, Elgi Bldg, Coimbatore	5
Hqrs Office, Coimbatore	11
Kuniamuthur	1
Palladam	1
Peelamedu	-
PN Palayam	3
Pollachi	1
Pothanur	1
Sidco	1
Singanallur	-
Range Offices, Singapore Plaza, Coimbatore	1
Sulur	3
Tirupur	3
Udumalpet	-
TOTAL	33

ANNEXURE-G :
LIST OF CLIENTS/CUSTOMERS:

Year	No. of Company Clients	No. of Central Govt Dept./ PSU Clients	No. of State Govt Dept./PSU clients
2012			
2011			
2010			
Year	Names of large Company Clients	Names of Central Govt. Clients	Names of State Govt. Clients
2012	1. 2. 3.	1. 2. 3.	1. 2. 3.
2011	1. 2. 3.	1. 2. 3.	1. 2. 3.
2010	1. 2. 3.	1. 2. 3.	1. 2. 3.
2009	1. 2. 3.	1. 2. 3.	1. 2. 3.

ANNEXURE -H :

List of Parts/Components identified as consumables not covered under free replacement:
UPS Parts