

**INVITATION BIDS FOR COMPREHENSIVE
ANNUAL MAINTENANCE CONTRACT OF UPS**

LIMITED TENDER ENQUIRY

M/S

As per approved vendor list on LTE basis

(RFP) No. 43/ADM/UPS/302/2017-18 DATED 17 NOV 17

1. Single Commercial Bids in sealed cover are invited for Comprehensive AMC of UPS listed in Part II of this RFP. Please super scribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.

2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below:-

- (a) Bids/queries to be addressed to : **The Director General, WESEE
Ministry of Defence, Govt. of
India, West Block -V, Wing-V
RK Puram, New Delhi-110 066**
- (b) Postal address for sending the Bids : **Same as at Para 2(a) above**
- (c) Name/designation of the contact Personnel : **Cdr Rajendra Kumar,
Establishment Officer**
- (d) Telephone no. of the contact personnel : **011-26183158**
- (e) Fax number : **011-26101143**


3. This RFP is divided into five parts as follows:

(a) **Part I** – Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.

(b) **Part II** – Contains Essential details of the items/services required, such as the Schedule of Requirements (SOR), Work Description.



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(c) **Part III** – Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.

(d) **Part IV** – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.

(e) **Part V** – Contains Evaluation Criteria and Format for Price Bids.

4. This RFP is being issued with no financial commitment and the customer reserves the right to change or vary any part thereof at any stage. Customer also reserves the right to withdraw the RFP, should it become necessary at any stage.

PART I – GENERAL INFORMATION

1. **Last date and time for depositing the Bids:** **06 Dec 17 (1430 Hrs)**. The sealed Bids are to reach/deposited by the due date and time. The responsibility to ensure this lies with the Bidder.

2. **Manner of depositing the Bids:** Sealed Bids should either be dropped in the Tender Box marked as **WESEE TENDER BOX** or, sent by registered post at the address given above so as to reach by due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/ non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency).

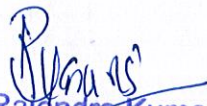
3. **Time and date for opening of Bids:** **06 Dec 17 (1500 Hrs)**. If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the User).

4. **Location of the Tender Box:** Sealed Bids are to be dropped in the Tender Box marked as **WESEE kept near the reception office at main entrance of WEST BLOCK-V**. Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.

5. **Place of opening of the Bids:** **Office of Logistics Officer, WESEE**. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.


6. **Type of Tender and Bid:** This is a **Limited Tender Enquiry** and **no unsolicited bids will be accepted/ entertained by this office in accordance with GFR 2017**. This Comprehensive AMC is on **Single Bid** basis where both the technical / commercial details, along with other information, as sought are to be submitted together in a single sealed cover by the bidder.




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7. **Forwarding of Bids:** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.
8. **Clarification regarding contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the User in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of opening of the Bids. Copies of the query and clarification by the User will be sent to all prospective bidders who have received the bidding documents.
9. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the User prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the User not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.
10. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the User may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
11. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.
12. **Unwillingness to Quote:** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of Services as mentioned in this RFP.
13. **Validity of Bids:** The bids should remain valid till **120 Days** from the last date of submission of the Bids.
14. **Earnest Money Deposit:** All the completed tender documents should be submitted along with Earnest money of ₹ **15,513/-** (Rupees **Fifteen Thousand Five Hundred Thirteen** only) by way of demand draft in favour of Director General, WESEE, payable at Delhi. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's cheque or Bank Guarantee from any public sector banks or private sector bank authorized to conduct government business as per Form DPM-16 (Available in MoD website and can be provided on request). EMD is to be valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the




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contract. The Bid Security of the successful bidders would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. **However, EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Scale Industries Corporation (NSIC) or any department of MoD or MoD itself.** The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender.

PART II – ESSENTIAL DETAILS OF SERVICES REQUIRED

1. **Types of UPS** – Details of UPS for which CAMC is required is as follows:

<u>S. No.</u>	<u>Description</u>	<u>Make</u>	<u>Year of Manufacture</u>	<u>Qty</u>	<u>Remarks</u>
(a)	20 KVA	Tata Libert	2000	01	w.e.f. effective date of contract
(b)	25 KVA	Deltron	2004	02	
(c)	30 KVA	Aarkey Industries	2011	01	
(d)	40 KVA	Siemens	1996	01	
(e)	30 KVA	EATON Castel	2015	01	w.e.f. 04 Mar 18

2. **Work Description:** The following work will be carried out under the Comprehensive AMC.

(a) Comprehensive AMC includes maintenance (preventive and breakdown), replacement/repairs of defective items and spare parts used inside the equipment shall be maintained by the contractor and replacement shall be done at the sole discretion of the contractor. Necessary shutdown time and complete switch off shall be provided whenever required for maintenance/servicing subject to alternate power availability. The service provider will carry out the preventive maintenance and breakdown call on all week days and/or on Sundays/Holidays. All breakdown calls are to be attended on the same day.

(b) All UPSs (40 KVA, 30 KVA, 25 KVA and 20 KVA) as mentioned at Para 1 of Part II are to be checked and serviced on monthly basis (i.e.) at least twelve times in the duration of Comprehensive Annual Maintenance Contract in addition to preventive maintenance and breakdown calls and whenever called upon by the User.

(c) Repairing/overhauling of the components of the equipment shall be done at site and if any component/subsystem is required to be taken to your work site the cost shall be borne by you (the CAMC service provider).



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- (d) Replacement of all worn out parts shall be done by the Service provider on as required basis.
- (e) Cleaning/ tightening of battery terminals for sulphation, if any and proper connections.
- (f) Painting of the equipment doors and cabinets shall be carried out under this CAMC, if required.

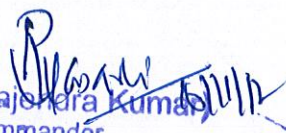
3. **Consignee details:** The Director General, WESEE,
West Block-V, RK Puram, New Delhi – 66

PART III – STANDARD CONDITIONS OF RFP

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The Services asked shall commence from the effective date of the contract.
3. **Arbitration:** All disputes or differences arising out of or in connection with the contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9.
4. **Penalty for use of Undue Influence:** The Service Provider undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the User or otherwise in procuring the Contracts or for bearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Service Provider or any one employed by him or acting on his behalf (whether with or without the knowledge of the Service Provider) or the commission of any offers by the Service Provider or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the User to cancel the contract and all or any other contracts with the Service Provider and recover from the Service Provider the amount of




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any loss arising from such cancellation. A decision of the User or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Service Provider. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Service Provider towards any officer/employee of the User or to any other person in a position to influence any officer/employee of the User for showing any favour in relation to this or any other contract, shall render the Service Provider to such liability/ penalty as the User may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the User.


5. **Agents / Agency Commission:** The Service Provider confirms and declares to the User that the Service Provider is the authorized for providing these Services referred in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Service Provider; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Service Provider agrees that if it is established at any time to the satisfaction of the User that the present declaration is in any way incorrect or if at a later stage it is discovered by the User that the Service Provider has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Service Provider will be liable to refund that amount to the User. The Service Provider will also be debarred from entering into any Contract with the Government of India for a minimum period of five years. The User will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Service Provider who shall in such an event be liable to refund all payments made by the User in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The User will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

6. **Access to Books of Accounts:** In case it is found to the satisfaction of the User that the Service Provider has engaged an Agent or paid commission or influenced any person to obtain the Work Order as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Service Provider, on a specific request of the User, shall provide necessary information/ inspection of the relevant financial documents/information.

7. **Non-disclosure of Contract Documents:** Except with the written consent of the User/ Service Provider, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

8. **Liquidated Damages:** In the event of the Service Provider's failure to submit the Bonds, Guarantees and Documents, supply also deduct from the Service Provider as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the User may, at his discretion, withhold any payment until the completion of the contract. The USER may being not higher than 10% of the value of delayed stores.




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9. **Termination of Contract:** The User shall have the right to terminate this Contract unilaterally upon non-compliance of part or whole of work description as mentioned at Para 2 of Part II.

10. **Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

11. **Transfer and Sub-letting:** The Service Provider has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

12. **Amendments:** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

13. **Taxes and Duties:**

(a) If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entertained after the opening of tenders.

(b) If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.

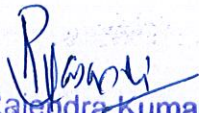
(c) Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the User by the Service Provider. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Service Provider.

14. **Assurance:**

(a) The contractor shall be responsible for smooth and satisfactory working of all UPS and shall obtain a certificate from users at least once a month to the effect that the all UPS are working satisfactory during the month in question.

(b) The contractor shall be required to do the work at the approved rates. If, for any reason, the firm is not able to do so with in 02 working days, the work shall be got done from some other firm or from the open market at the cost of contractor and the expenditure so incurred thereon shall be recovered. This may even entail the termination of the contract.




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(c) In case of the contractor fails to cope up with the work load or does not render satisfactory services the contract awarded to him shall be cancelled by giving 30 days notice without assigning any reason whatsoever. In this connection, decision of the undersigned shall be final and the binding of the contractor.

(d) It will be obligatory on the part of contractor to make good all the deficiency whatsoever before handing over the both UPS to the next contractor failing which an account equal to the market charges shall be deducted from his balance due amount without prior intimation.

(e) Contractor will replace or repair defective parts, free of cost during period of contract.

(f) Service is subject to client's adherence to agreed environmental requirements as specified by contractor. During the contract period support will be provided from 0900 hrs to 1730 hrs from Monday to Friday. Support on Saturdays, Sundays and on any Govt. declared holidays will be provided to meet urgent requirements.

(g) The system should not be non-operational for more than two continuous working days at one instant.

(h) All replaced parts will be the property of the User.

PART IV – SPECIAL CONDITIONS OF RFP


The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below. Failure to do so may result in rejection of Bid submitted by the Bidder.

Note: This is a Limited Tender Enquiry and no unsolicited bids will be accepted/entertained by this office in accordance with GFR 2017.

1. **Performance Guarantee:** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of Contract. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).

2. **Payment Terms for Indigenous Service Providers:** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). The payment will be made as per the following terms, on production of the requisite documents. Quarterly payments on submission of User clearance certificate in respect of CAMC contract.




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3. **Advance Payments:** No advance payment(s) will be made.

4. **Paying Authority:** The DCDA (Navy), Project Seabird, 1st floor, West Block-V, RK Puram, New Delhi-110066.

(a) **Indigenous CAMC Service Providers:** (Name and address, contact details). The payment of bills will be made through DCDA (Navy), New Delhi on submission of the following documents by the CAMC Service Provider to the Paying Authority along with the bill:

(i) Ink-signed copy of contingent bill / Service Provider's bill.

(ii) Ink-signed copy of Commercial invoice / Service Provider's bill.

(iii) Copy of Work Order/Contract where required under delegation of powers.

(iv) Claim for statutory and other levies to be supported with requisite documents/ proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.

(v) Exemption certificate for Excise duty / Customs duty, if applicable.

(vi) Bank guarantee for advance, if any.

(vii) Guarantee / Warranty certificate.

(viii) Performance Bank guarantee / Indemnity bond where applicable.

(ix) DP extension letter with CFA's sanction, where required under delegation of powers, indicating whether extension is with or without LD.

(x) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in Work order/contract).

(xi) Any other document / certificate that may be provided for in the Work Order / Contract.

(xii) User Acceptance.


(xiii) Xerox copy of PBG.

(Note –Apart from the above list, the documents that may be required depending upon the peculiarities of the procurement being undertaken, may be included in RFP)

5. **Fall clause:** The following fall clause will form part of the contract placed on successful Bidder -

(a) The price charged for the services provided under the contract by the Service Provider shall in no event exceed the lowest prices at which the Service Provider provides the services of identical description to any persons/ Organization including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government.




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(b) The Service Provider shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract – "We certify that there has been no reduction in price of the services of description identical to the services provided to the Government under the contract herein and such services have not been offered by me/us to any person/organization including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of Comprehensive AMC services.

6. **Risk & Expense Clause:**

(a) Should the services or any CAMC related requirement thereof not be provided within the time or times specified in the contract documents, or if deficiency delivery is made in respect of the stores or any installment thereof, the User shall after granting the Service Provider 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

(b) Should the stores or any installment thereof not perform in accordance with the specifications / parameters provided by the Service Provider during the check proof tests to be done in the User's country, the User shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

(c) In case of a material breach that was not remedied within 45 days, the User shall, having given the right of first refusal to the Service Provider be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-

(i) Such default.


(ii) In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.

7. **Force Majeure Clause:**

(a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.




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(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

8. **Comprehensive Annual Maintenance Contract (CAMC) Clause:** The following AMC clause will form part of the contract placed on successful Bidder -

(a) The Service Provider would provide comprehensive AMC for a period of ONE YEAR from the date of signing of the contract except for EATON Castel 30 KVA UPS as given in Para 01 of Part II. The AMC services should cover the repair and maintenance of all the equipment and systems agreed to be covered under the present Contract. The AMC services would be provided in two distinct ways:

(i) **Preventive Maintenance Service:** The Service Provider will provide a minimum of twelve Preventive Maintenance Service visits during a year to this establishment namely WESEE to carry out functional check ups and minor adjustments/ tuning as may be required.

(ii) **Breakdown Maintenance Service:** In case of any breakdown of the equipment/system and/or receiving a call from the User, the Service Provider is to provide maintenance service to make the equipment/system serviceable.


(b) Response time: The response time of the Service Provider should not exceed 24 hours from the time the breakdown intimation is provided by the User.

(c) Serviceability of 98% per year is to be ensured. This amounts to total maximum downtime of 07 days per year. Also unavailability should not exceed 01 day at one time. Required spares to attain this serviceability may be stored at site by the Service Provider at his own cost. Total down time would be calculated at the end of each quarter. If downtime exceeds permitted downtime, LD would be applicable for the delayed period.

(d) Maximum repair turnaround time for equipment/system would be 02 days. However, the spares should be maintained in a serviceable condition for better MTBF and to avoid complete breakdown of the equipment/system.

(e) Technical Documentation: All necessary changes in the documentation (Technical and Operators manual) for changes carried out on hardware and




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software of the equipment will be provided.

(f) During the Comprehensive AMC period, the Service Provider shall carry out all necessary servicing/repairs to the equipment/system under AMC at the current location of the equipment/system. Prior permission of the User would be required in case certain components/sub systems are to be shifted out of location. On such occasions, before taking over the goods or components, the Service Provider will give suitable bank guarantee to the User to cover the estimated current value of services being taken.

(g) The User reserves its right to terminate the maintenance contract at any time without assigning any reason after giving a notice of **01** month. The Service Provider will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the Service Provider for maintenance services already performed in terms of the contract, the same would be paid to it as per the contract terms.

PART V – EVALUATION CRITERIA & PRICE BID ISSUES

1. **Evaluation Criteria** - The broad guidelines for evaluation of Bids will be as follows:

(a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.

(b) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format placed at **Appendix 'A'**. The consideration of taxes and duties in evaluation process will be as follows:

(i) In cases where only indigenous Bidders are competing, all taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the User would be the deciding factor for ranking of Bids.

(ii) In cases where both foreign and indigenous Bidders are competing, following criteria would be followed:

(aa) In case of foreign Bidders, the basic cost (CIF) quoted by them would be the basis for the purpose of comparison of various tenders

(bb) case of indigenous Bidders, excise duty on fully formed equipment would be offloaded.

(cc) Sales tax and other local levies, i.e. octroi, entry tax etc would be ignored in case of indigenous Bidders.

(c) The Bidders are required to spell out the rates of Customs duty, Excise duty, VAT, Service Tax, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of



over the quoted prices, the Bidder must specifically say so. In the absence of any such presumed that the prices quoted are firm and final and no claim on account of such duties will be entreated after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of Customs duty / Excise Duty / VAT duty unto any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of Customs duty / Excise Duty / VAT, it should be brought out clearly. Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and VAT also.


(d) In import cases, all the foreign quotes will be brought to a common denomination in Indian Rupees by adopting the exchange rate as BC selling rate of the State Bank of India on the date of the opening of Price Bids.

(e) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

(f) The Lowest Acceptable Bid will be considered further for placement of contract /Work Order after complete clarification and price negotiations as decided by the User. The User will have the right to award contracts to different Bidders for being lowest in particular items. The User also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.

(g) Any other criteria as applicable to suit a particular case.




(Rajendra Kumar)
Commander
Establishment Officer
for Director General

Price Bid Format

The Price Bid Format is given below and Bidders are required to fill this up correctly with full details:

(a) CAMC Charges with spares

<u>S. No.</u>	<u>Description</u>	<u>Make</u>	<u>Qty</u>	<u>Rate/ Unit</u>	<u>Amount</u>
(i)	20 KVA	Tata Liberty	01		
(ii)	25 KVA	Deltron	02		
(iii)	30 KVA	Aarkey Industries	01		
(iv)	40 KVA	Siemens	01		
(v)	30 KVA	EATON Castel	01		
Total					

(b) Mention the following –

- (i) Any other Taxes / Duties / Overheads / Other costs:
- (ii) Grand Total:




(Rajendra Kumar)
Commander
Establishment Officer (WESEE)
for Director General

