

Tender

For

Annual Maintenance Contract (AMC)

of

Emerson (Liebert APM, 120KVA) Online UPS

at

Indian Institute of Technology Jodhpur

NIT No. : IITJ/SPS/CSE/2017-18/05
NIT Issue Date : 24 May 2017
Last Date of Submission : 14 June 2017 by 3:00 PM



Indian Institute of Technology, Jodhpur
Old Residency Road, Ratanada, Jodhpur – 342011, Rajasthan
Tel-fax: 0291- 2449011, e-mail: sps@iitj.ac.in

Notice Inviting Tender

Indian Institute of Technology (IIT), Jodhpur, Rajasthan (hereinafter referred to as the “Institute”) an Educational Institute of National Importance, invites sealed tenders in two bid format for “AMC of Emerson, Liebert APM, 120KVA Online UPS” at the institute from the manufacturer or its authorized dealers. You are requested to quote your best offer along with the complete details of specifications, terms & conditions. The tender document can be downloaded from the Institute website at URL Link: <http://www.iitj.ac.in> or from Central Public Procurement Portal link: <http://www.eprocure.gov.in>.

S. No.	Item Description	Quantity
1.	As per Annexure – I	As per Annexure – I

Quotation should be sealed and superscripted with tender number and due date of submission and address to:

**“Officer-in-charge
Office of Stores and Purchase
IIT Jodhpur
Old Residency Road, Ratanada
Jodhpur – 342 011, Rajasthan”**

The sealed quotations should reach the Institute, latest by **June 14, 2017 at 03:00 PM** and it will be opened on same day at **June 14, 2017 at 04:00 PM** in the Conference Room, Administrative Block of the Institute in the presence of the bidder(s) or their authorized representative(s), who will present at the scheduled date and time.

Terms & Conditions:

- Earnest Money Deposit:** The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of Rs 5000/- (Rupees five thousand only) which is refundable and a non-refundable tender fee of Rs 200/- (Rupees two hundred only) by way of demand draft only. The demand drafts shall be drawn in favor of “Director, IIT Jodhpur” payable at Jodhpur.

The EMD of the successful bidder shall be returned after the completion of contract / order and for unsuccessful bidder(s) it would be returned after award of the contract. Bid(s) received without demand drafts of EMD and tender fees shall be liable for rejection.

The firms who are registered with National Small Industries Corporation (NSIC) / or Small Scale Industrial (SSI) are exempted to furnishing the EMD and tender fee.

2. **Rates:** Rates should be quoted on FOR destination at IIT Jodhpur Permanent Campus, Nagaur Road, Karwar, Jodhpur-342037 on **DOOR Delivery Basis**, inclusive of all the charges, with breaks-ups as Annexure –III:

- (i) Basic Cost.
- (ii) VAT / CST as applicable.
- (iii) Total Cost (F.O.R at IIT Jodhpur).

Note: Institute is registered with DSIR, Govt. of India (Custom Duty Notification No. 51/96-Custom dt: 23 July, 1996 and Central Excise Duty Notification No. 10/97- Central Excise dt: 1 March, 1997) and is therefore, exempted from Excise Duty and partial exempted from Custom Duty (CD applicable to IIT Jodhpur is 5.15%). Exemption certificate of the same shall be issued.

3. **Validity:** The quoted rates must be valid for period of 90 days from the date of closing of the tender. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. If the bidder quotes the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected.

In case the tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.

4. **Payment Term:** Advance on half yearly basis against Invoice, 50% AMC amount would be released after the submission of service agreement.

5. The bidder must enclose a certificate from the parent company as being an authorized dealer / distributor of the quoted products. The bid received without such valid authorization certificates shall be rejected.

6. The AMC will be valid initially for a period of 1 (one) year which is extendable for next year subject to the successful fulfilment of the AMC and also at the sole discretion of the Institute.

7. The call should be attended within 24 hours of lodging the complaint. Other terms condition as per attached (**Annexure -II**)

8. Bidder shall submit a copy of the tender document and addenda thereto, if any, with each page of this document should be signed and stamped to confirm the acceptance of the entire terms& conditions as mentioned in the tender enquiry document.

9. Applicable Law:

- The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings / processing.
 - Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Jodhpur, Rajasthan, India only.
 - The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Jodhpur. The decision of the Arbitrator shall be final and binding on both the parties.
 - Force Majeure: Any delay due to Force Majeure will not be attributable to the supplier.
10. After due evaluation of the bid(s), the Institute will award the contract to the lowest evaluated responsive tenderer.
 11. Conditional bid will be treated as unresponsive and it may be rejected.
 12. The Institute reserves the right to accept in part or in full or reject any or more quotation(s) without assigning any reasons or cancel the tendering process and reject all quotations at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidder(s).

Annexure – I

UPS AMC for the following product:

S. No.	Make, Model and Serial Number	Item Description	Quantity	Duration of AMC
1	Emerson, Liebert APM 3X3, 150kVA, 3Phase, 415 V, Modular UPS, S. No. 201305NR0501	Electric Cabinet for Rack-mounted Standard High-Frequency Link 3PH I/O 150kVA Intelligent UPS	1	One Year
		Power Module 30kVA	4	

Annexure – II

CERTIFICATE OF AMC (on letter head)

I / We certify that the AMC shall be given for a period of one (01) year starting from the date of the service agreement. During the AMC period, I / we shall provide the “service” and the replacement of defective / or any part(s) of the equipment or rectification of defects of work of the equipment will be free of cost. The replacement of the parts shall be arranged by us, at our own cost and responsibility. We undertake that the above AMC shall begin only from the date of handing over of the documents.

Uptime Guarantee: During the AMC period, we will be responsible to maintain the equipment including all the accessories in the satisfactory faultless working conditions for a period 347 days (i.e. 95% uptime) in a block of 365 days.

- All complaints will be attended by us within next working day of receipt of the complaint in our office.
- In case there is delay of more than 24 hours in attending the complaint from our side, then the Institute will count the number of days in excess of the permissible response time in the downtime. The above said response time of next day for attending to a complaint by us will not be counted in the downtime.
- **Penalty:** We shall pay a penalty equivalent to 5% of the order value of the AMC for every week or part there of delay in rectifying the defect.

No deduction or advantage of any kind on account of Sundays, half days or Public / Govt. holidays observed by the Institute shall be allowed from the total down time permissible as defined above. The right to accept the reason(s) for delay and consider reduction or waive off the penalty for the same shall be at the sole discretion of the Institute.

I / We shall try to repair the equipment at Institute premises. However, in case it is not possible to repair the equipment at Institute premises, we will take out the equipment to our site on our own expenses. We shall take the entire responsibility for the safe custody and transportation of the equipment taken out for repairs till the equipment is rehabilitated to the Institute after repair. If any loss of equipment occurred during our custody, we will restore it / compensate to Institute for such losses.

I / We guarantee that in case we fail to carry out the maintenance work within the stipulated period, the Institute reserves the right to get the maintenance work carried out at our risk, cost and responsibility after informing us. All the expenses including excess payment for repairs / maintenance shall be adjusted against the Performance Bank Guarantee. In case the expenses exceed the amount of the Performance Bank Guarantee, the same shall be recoverable from us with / without interest in accordance with the circumstances.

I / We undertake to perform calibration after every major repair / breakdown / taking the equipment out for repair from the Institute premises.

I / We guarantee that we will supply spare parts, if and when required on agreed basis for an agreed price. The agreed basis could be an agreed discount on the published catalogue price.

I / We guarantee to the effect that before going out of production of the spare parts, we will give the adequate advance notice to Institute so that Institute may undertake to procure the balance of the life time requirements of the spare parts.

Authorized signatory of the company with seal

Annexure - III

Format for Financial Bid

(To be submitted on the letterhead of the company / firm)

Ref. No.

Dated:

S. No.	Description	Amount in INR
1.	Basic Price of First year	
2.	Basic Price of Second year	
3.	Basic Price of Third year	
4.	Taxes (as applicable)	
Total		
Total Cost		

1. I/We have gone through the entire terms & conditions as stipulated in the tender enquiry document and confirm to accept and abide the same.
2. No other charges would be payable by the Institute.

Authorized signatory of the company with seal

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