

Tender No. D-15015/12/2016-CC-(UPS Batteries) Dated 18th Feb 2016



Request for Proposal
For
Empanelment of Vendor for
Supply of UPS Batteries
Under buy back

Government of India
Ministry of Statistics and Programme Implementation
Computer Centre
East Block-10, R. K. Puram
New Delhi – 110 066
Web site: www.mospi.gov.in

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भारत सरकार

संगणक केन्द्र

सांख्यिकी और कार्यक्रम कार्यान्वयन मंत्रालय
पूर्वी खण्ड-10, रामकृष्ण पुरम्,
नई दिल्ली 110066

Government of India
Computer Centre, Ministry of Statistics &
Programme Implementation
East Block-10, R.K. Puram,
New Delhi - 110066

Dated: 18/02/2016

NOTICE INVITING e-TENDER

Computer Centre, Ministry of Statistics & Programme Implementation invites Advertised e-Tender for Empanelment of Vendor for **Supply & Installation of UPS Battery Bank Under Buy Back** from OEM or OEM authorized distributors/ dealers. Mode of Tendering is e-Tender (online) on URL <https://eprocure.gov.in/eprocure/app> in Two-Bid System.

2. The tender document is available on <https://eprocure.gov.in/eprocure/app> and www.mospi.gov.in. In case of discrepancies found between the English version and Hindi Version, the English version shall prevail.
3. Tender has to be submitted online on URL <https://eprocure.gov.in/eprocure/app> **Manual bids shall not be accepted.** Tenderers are advised to follow the instructions provided in the tender documents for the e-submission of the bids online.
4. EMD (Bid Security) : Rs. 25,000/- (Rupees twenty five thousand)
5. Date & Time For Publishing of Tender : 18/02/2016;
6. Date & Time For Pre-Bid Meeting: 26/02/ 2016 at 14:00 Hrs.
7. Date & Time For Submission Of Bid: By 09/03/ 2016; 12:00 Hrs
8. Date & Time For Opening Of Technical Bid: 09/03/2016 at 15:30 Hrs
9. Date & Time For Opening Of Financial Bid: To Be Conveyed Separately.
10. Validity Of Bid : 365 Days From The Last Date Of Closing

MSharma
(Manju Sharma)
HOO

Tel: 26103956, Fax: 26160652

Copy to Shri R. P. Thakur, DD(Web) with the request to upload the Tender Document on CPP and MoSPI web Site with immediate effect

2. INSTRUCTIONS TO THE BIDDERS

This section of the bidding documents provides the information necessary for bidders to prepare online responsive bids, in accordance with the requirements of the Purchaser. It also provides information on online bid submission, opening, evaluation and contract award. The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

2.1 REGISTRATION

- (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal by using the "Click here to Enroll" option available on the home page. Enrolment on the CPP Portal is free of charge.
- (ii) During enrolment / registration, the bidders should provide the correct/true information including valid email-id & mobile no. All the correspondence shall be made directly with the contractors/bidders through email-id provided.
- (iii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iv) For e-tendering possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY/TCS/nCode/eMudra or any other Certifying Authority recognized by CCA India on eToken/ SmartCard.
- (v) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- (vi) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- (vii) Bidders can then log into the site through the secured login by entering their user ID / password and the password of the DSC /eToken.

2.2 PREPARATION OF BIDS

- (i) For preparation of bid, Bidders shall search the tender from published tender list available on site and download the complete tender document and should take into account corrigendum, if any published, before submitting their bids. After selecting the tender document same shall be moved to the 'My favourite' folder of bidders account from where bidder can view all the details of the tender document.
- (ii) Bidder shall go through the tender document carefully to understand the documents

required to be submitted as part of the bid. Bidder shall note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- (iii) Any clarifications, if required, then same may be obtained online through the tender site, or in writing through the contact details given in the tender document.
- (iv) Bidder should get ready in advance the bid documents to be submitted as indicated in the tender document/schedule in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together using zip format.
- (v) Bidder can update well in advance, the documents such as experience certificates, financial reports, PAN, TIN, service tax, VAT, registration certificate and other relevant details etc., under "My Space" option, which can be submitted as per tender requirements.

This will facilitate the bid submission process faster by reducing upload time of bids.

2.3 BID SUBMISSION

Only Online Bids need to be submitted on ["https://eprocure.gov.in/eprocure/app"](https://eprocure.gov.in/eprocure/app). The tenders shall be of 2 bid system (Technical Bid & Commercial Bid). Manual bids will not be accepted. While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid. The bidders are cautioned that uploading of financial bid elsewhere i.e. other than in cover 2 will result in rejection of the tender.

2.3.1 Submission of EMD: Demand Draft/Bankers cheque for EMD should be submitted in the Tender Box at Administration Unit, Computer Centre (MoSPI) on or before the closing of bid at the following address:

The Under Secretary,
Administration Unit
Computer Centre (MoSPI)
East Block-10, R.K.Puram
New Delhi-110066

2.3.2 Submission of Technical Bids

The bidder should upload the scanned copy of the entire following document as part of the Technical Bid.

- a. Documents evidence for having office and support center at Delhi/ NCR region from where after-sales support is to be provided.
- b. Audited balance sheet and IT returns for the last three years to be filed. In case the audited balance sheets of last financial year i.e. 2014-15 are not available, then CA certified provisional balance sheets should be submitted by the bidder.
- c. Copies of Purchase Orders for proof of Experience.

- d. Authorization Letter from OEM (in original) stating that the bidder is the authorized distributor for this item.
- e. Copy of Sales & Service tax registration certificate PAN/ TIN/TAN/ VAT as applicable.
- f. Certified copy of Certification of Registration of the firm/ company.
- g. Duly filled and signed details of proposed product as per **Annexure -'A'**
- h. Duly filled and signed checklist as per **Annexure-'B'**
- i. Duly filled and signed Tender acceptance Letter as per **Annexure-'C'**
- j. Copy of EMD/ Valid registration certificate issued by NSIC/DGS&D .

2.3.3 Submission of Commercial Bid

Price Bid (Scanned copy of Commercial Bid as per **Annexure-I**) should be submitted online only.

2.4 Deadline for submission of Bids

Bids must be submitted online on URL <https://www.mospi.gov.in> within the due date & time given in notice inviting e-tender.

- 2.5 **Computer Centre (MoSPI)** may extend this deadline for submission of bids by amending the bid documents. This will be suitably notified in the websites www.mospi.gov.in and <https://www.eprocure.gov.in/eprocure/app>, if required.
- 2.6 Computer Centre (MoSPI) reserves the right to accept the offer in full or in parts or reject summarily.
- 2.7 The bidding process is stipulated in the tender document clearly. In case of any clarifications about bidding process/eligibility criteria the bidders may seek clarification during the pre-bid meeting. The clarifications sought after the pre-bid meet will not be entertained.
- 2.8 Computer Centre (MOSPI) reserves its right to extend the tender date and reject the tender at any stage without assigning any reason.
- 2.9 Other Instruction
 - (i) Any bidder shall submit only one tender either by himself or as a partner.
 - (ii) The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in rejection of his bid.
 - (iii) The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.
 - (iv) The bidder shall check the pages of all documents. In the event of discovery of any discrepancy or missing pages, the bidder shall inform Computer Centre (MoSPI)

before 5 (five) working days prior to opening of concerned tender in respect of technical bid only .

- (v) In case, the bidder has any doubt about the meaning of anything contained in the Tender document, he shall seek clarification in writing atleast prior to 5 (five) working days of specified date of Pre-Bid meeting. Any such clarification, together with all details on which clarification had been sought, will also be published on MoSPI website i.e. www.mospi.gov.in .
- (vi) Except for any written clarification by the Computer Centre (MoSPI), which is expressly stated to be an addendum to the tender document issued by Computer Centre (MoSPI), no written or oral communication, presentation or explanation by any other employee of Computer Centre (MoSPI) shall be taken to bind or fetter Computer Centre (MoSPI) under the contract.

3. Qualification Requirement(PQR)

- 3.1 **Bidder:** should be either OEM or authorized distributors/dealers of relevant Product.
- 3.5 **OEM Authorization:** Bidders, if not OEM, should have authorization from manufacturer for supply, installation, commissioning, services etc. of the quoted items. They should submit an Authorization Letter from OEM (in original) stating that the bidder is the authorized distributor/dealer for this item.
- 3.3 **Financial status:** Average Annual financial turn over during the last 3 year ending 31st March of previous year should be at least Rs. 2 Crore every year (i.e, 2012-13, 2013-14 & 2014-15).
- 3.4 **Experience:** Experience of having successfully completed 3 (Three) similar works such as supply, installation, testing and commissioning of Switches and Peripherals during the last 3 years in Center Govt./ State Govt./PSU/Autonomous Bodies.
- 3.2 **Service Centre:** The Bidders must have Service Centre in Delhi/NCR and must conform to norms of the Government pertaining to registration and taxation.
- 3.6 Bidder should submit the documents online as per Para 2.3.2 (Submission of Technical Bids).

4. GENERAL CONDITIONS OF CONTRACT (GCC)

4.1 The tender should be submitted online only on <https://www.eprocure.gov.in/eprocure/app>.

4.2 Quotations should be for **Supply & Installation of UPS Battery Bank Under Buy Back** at COMPUTER CENTRE (MoSPI) with 03 Years Comprehensive Onsite Product Warranty. Partial bidding is not permitted.

4.3 Bid Validity:

- (i) The tender submitted should be valid for 365 days from the date of closing.
- (ii) Computer Centre (MoSPI) may ask for the bidder's consent to extend the period of validity. Such request and the response shall be made in writing only. The bidder is free not to accept such request without forfeiting the EMD. A bidder agreeing to the request for extension will not be permitted to modify his bid to this extent only.

4.4 Earnest Money Deposit (EMD)

- (i) EMD will be obtained from the bidders except those who are registered with the Central Purchase Organisation, National Small Industries Corporation (NSIC) or the concerned Ministry/Department. Earnest Money Deposit of Rs. 25,000 (Rs. Twenty five Thousand Only) in the form of a Banker's Cheque or Demand Draft drawn on any Commercial/ Nationalized Bank in favor of Pay and Account Officer, Ministry of Statistics and PI payable at New Delhi. The EMD/ NSIC Certificate should reach "The Under Secretary, Computer Centre, Ministry of Statistics and PI, East Block-10, R.K.Puram, New Delhi -110066 on or before the last date for submission of bids failing which offer will be rejected. Bidders, however, have to attach scanned copies of Earnest Money Deposit along while submitting the bids online. Bids submitted without EMD will stand rejected. EMD will not be accepted in the form of cash / cheque. No interest is payable on EMD.
- (ii) The EMD will be returned to all un-successful bidders after finalization of tender and shall bear no interest. EMD will be refunded to the successful bidder after submitting Performance Security Deposit (PSD).
- (iii) The EMD shall be forfeited, if the bidder withdraws the bid during the period of bid validity specified in the tender.

4.5 The contracts concluded by Computer Centre (MoSPI) are subjected to the final approval of the competent authority.

4.6 Interpretation of the clauses in the Tender Document

Misinterpretation of the Tender Notice by the bidders is not the responsibility of the Computer Centre. In case of any ambiguity / dispute in the interpretation of any of the clauses in this Tender Document, **the Deputy Director General, Computer Centre (MoSPI)'s interpretation of the clauses shall be final and binding on all parties.**

4.7 The **Pre-Bid meeting** will held at Conference Hall, Level-2, Computer Centre (MoSPI) on the date & time given in notice inviting e-tender.

4.8 BID OPENING & EVALUATION:

- a. The Technical bids will be opened online at the time & date as specified in the tender document. All the statements, documents, certificates, DD etc. uploaded by bidder will be verified & downloaded, for technical evaluation.
- b. The bidder can witness bid opening from their respective locations logging in through their login ID, password at the designated time of bid opening.
- c. The Technical Bid will be evaluated against the specified parameters/criteria & the technically qualified bidders will be identified.
- d. Tender Evaluation Committee of this Centre may inspect the premises of the technically qualified firms. During the inspection if the Committee finds any shortcomings, the firms which are already technically qualified will be disqualified. This is binding and final.
- e. Price bids of only the technically qualified bidders as mentioned in the above para will be opened online for evaluation.

4.9 AWARD CRITERIA FOR AWARD OF CONTRACT

- a. Computer Centre (MOSPI) will award the Contract to the successful Bidder whose bid would be determined to be substantially responsive, technically complied and determined as the best evaluated bid in terms of lowest rates. The lowest rates (L1) will be evaluated as per Commercial Bid Format (**Annexure I**).
- b. The successful bidder shall be required to furnish a Performance Security within 15 days of receipt of 'Letter of Offer' for an amount of 10% of total order value in the form of a Bank Guarantee from any nationalized/commercial bank in an acceptable form (**Annexure-G**) in favour of Pay and Accounts Officer, Ministry of Statistics and PI as per the payment terms. The Performance Security shall remain valid for a period of sixty days beyond the warranty period.
- c. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of Performance Security.
- d. The Computer Centre (MoSPI) shall reserve right to change the conditions partially or fully with prior intimation on the web-site.

4.10 PAYMENT TERMS

100% payment after supply, installation and commissioning of the item.

4.11 LIQUIDITY DAMAGES

Penalty will be charged @ 0.5% of the contract value per day subject to maximum of 5% of total order value, in case of delay / non-completion/ non-delivery of equipments/work within the stipulated time period.

4.12 RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:-

- (i) Computer Centre (MoSPI) is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the tendering process.
- (ii) Computer Centre (MoSPI) may terminate the contract if it is found that the contractor is black listed on previous occasions by the any of the Departments/Institutions/Public Sector Undertakings, etc.
- (iii) Bids without EMD will be summarily rejected.
- (iv) If price is mentioned in the "Technical Bid" it shall lead to rejection of the bid.

4.13 TERMINATION BY DEFAULT:

The Computer Centre (MoSPI) may, without prejudice to any other remedy for breach of contract, by written notice of default sent to supplier, terminate the Contract in whole or part:

- i. If the Supplier fails to provide services /rectify the fault within the time Period specified in the contract or any extension thereof granted by the Computer Centre (MoSPI).
- ii. If the Supplier fails to perform any other obligations under the Contract.

4.14 FORFEITURE OF EMD /SECURITY DEPOSITS:

- a. If the successful bidder refuses/fails to accept purchase order within **seven days**, EMD will be forfeited.
- b. If the Bidder withdraws tender before/after finalization of the tender, EMD will be forfeited.
- c. If the successful bidder abandons the contract, EMD will be forfeited.
- d. If the contract is terminated by Computer Centre (MOSPI) due to poor performance/variation of any clause of agreement or any bad act of selected bidder, EMD will be forfeited.

4.15 REJECTION OF THE BID

- (i) The bidder is expected to examine all instructions, formats, terms & conditions, & scope of work in the bid document. Failure to furnish all information required as per bid document or submission of bid which is not substantially responsive to the bid document in every respect may result in rejection of bid. In respect of interpretation/clarification of this bid document and in respect of any matter relating to this bid document, the decision of Computer Centre (MoSPI) will be final.
- (ii) No prices are to be indicated in the Technical bid and if price is mentioned in the "Technical Bid" it shall lead to rejection of the bid.
- (iii) Bid without EMD will be summarily rejected.
- (iv) The bidder will have to furnish the requisite document supporting the qualification/eligibility criteria and credential as specified in the bid document, failing which the bid is liable to be rejected.

(v) The discount, if any, should be merged with the quoted prices. If the bidder does not follow this stipulation, the bid is liable to be rejected.

(vi) The bids received after specified date & time will not be considered.

(vii) The bids received through Fax / Telex/photocopy will not be considered.

4.16 BLACKLISTING

Company/Firm blacklisted by Govt./PSU/Corporate organization are not eligible to Bid. If at any stage of bidding process or during the currency of contract, such Information comes to knowledge of Computer Centre (MOSPI), the Computer Centre (MOSPI) shall have right to reject the bid and forfeit the EMD or terminate the contract, as the case may be, without any compensation to the bidder.

4.17 DISPUTE RESOLUTION:

a) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Deputy Director General, Computer Centre (MoSPI).

b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.

c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Delhi/New Delhi only.

4.18 JURISDICTION OF COURT:

The courts at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

4.19 ARBITRATION

All disputes or difference whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of the purchase order/work order or the breach thereof shall be settled by reference to sole arbitration by the Deputy Director General, Computer Centre (MoSPI). The award made in pursuance thereof shall be binding on both parties. The venue of arbitration shall be New Delhi.

4.20 FORCE MAJEURE

If, at any time, during the continuance of the agreement, the performance in whole or in any part by either party of obligation under the agreement shall be prevented or delayed by reasons of any war, hostile acts of the enemy, civil commotion, subrogate, fire, floods, earthquakes, explosions, epidemics, strikes and quarantine restrictions by acts of God,(herein after referred to as eventualities) then provided notice of the happening of any such eventualities is given by either party to the other within two days from the date of occurrence thereon, neither party shall, by reason of such eventualities be entitled to terminate this contract agreement nor shall either party have any claim of damages against the other in respect of such non performance or delay in performance. Performance of the contract agreement shall, however be resumed as soon as practicable after such eventuality has come to an end.

4.21 Delivery/ Execution of the Work Order

Bidder has to supply the item(s) at site (Computer Centre (MoSPI)) within 4 weeks from the date of issue of purchase order. The site refers to product delivery place at the premises of Computer Centre (MoSPI). Penalty will be charged @ 0.5% of the contract value per day subject to maximum of 5% of total order value, in case of delay / non-completion/ non-delivery of equipments/work within the stipulated time period.

Delay beyond 4 weeks shall lead to cancellation of PO, forfeiture of EMD and disallowing of participation in future Computer Centre (MOSPI) tenders. In case the product is not complying to the technical specification, the product shall be rejected with forfeiture of EMD and the necessary information will be circulated to the concerned authorities including NSIC authorities (for the bidders registered with NSIC), disallowing of participation of the bidder in future tenders of COMPUTER CENTRE (MOSPI) and others.

4.22 Support Center

The bidder or OEM should have support Centre at Delhi/ NCR region. The bidder or OEM should furnish the Escalation matrix including names, locations, complete postal address, telephone numbers and fax numbers of all technical support centers and also alternate contact persons including bidder. Any change in the above details shall have to be intimated in writing by the supplier to the in charge of the purchaser at the earliest.

4.23 Agreement

The successful bidder has to enter into agreement as per the **Annexure – G**. The agreement shall be submitted along with the acceptance of the Purchase Order.

4.24 Warranty

- (i) The Bidder shall provide **Comprehensive Onsite Warranty for a period of three years**. During warranty period, all the parts of the product shall be considered non-consumable and Vendor shall have to maintain all such parts at no extra cost. The period of comprehensive onsite warranty will start from the date of installation and successful commissioning of items.
- (ii) The Bidder shall maintain the supplied items free of charge **during warranty period**.

4.25 Complaint Redressal during warranty

- (i) During warranty period the complaint should invariably be attended within 4 hours of lodging the same and must be resolved within 8 hrs if the complaint is lodged by 4 p.m. In case of complaint lodged after 4 PM, the same must be resolved by 2.00 pm the next day. The engineer(s) of the firm/OEM will attend the complaint at the location of the item(s).
- (ii) The overall system uptime during a quarter shall be 99.5% calculated on hourly basis.
- (iii) In case of system uptime below 99.5% in any quarter, a fine of Rs.500/-per hour for downtime will be imposed. The penalty, if not paid, shall be deducted from the Performance Security Deposit furnished.

5. Scope of Work

- (i) Supply, installation, integration with UPS and commissioning of supplied items.
- (ii) 3 Years Comprehensive onsite OEM warranty.
- (iii) Documentation: The supplier shall provide following documents.
 - A. Installation Report.
 - B. Warranty Certificates.

6. Bill of Material

Sl. No.	Item
1	SMF 12V 26AH BATTERY BANK
2	SMF 12V 42AH BATTERY BANK
3	SMF 12V 100AH BATTERY BANK

7. Technical Specifications

Sl. No.	Item	Specifications (Specifications are minimum. Latest model compatible with existing items will be preferred, if rates are same or less)
1	BATTERY BANK	SMF 12V 26AH BATTERY BANK SMF 12V 42AH BATTERY BANK SMF 12V 100AH BATTERY BANK

Proposed product

Sl. No.	Name of item(s)	Make/Model quoted by the Bidder	Specification quoted by the Bidder	Deviation, if any from the Tender specification
1	Battery bank - 12V 26AH			
2	Battery bank - 12V 42AH			
3	Battery bank - 12V 100AH			

Annexure-B

Check List

S. No.	Description	To be filled in by the bidder
1	Name of the Bidding Agency	
2	Detailed office address of the Agency with office telephone number, e-mail ID, Mobile number and the name of the contact person	
3	Address of the Agency in Delhi / NCR with office telephone number, e-mail ID, Mobile number and the name of the contact person	
4	Documents evidence for having office and support centre at Delhi/ NCR region from where after-sales support is to be provided.	Submitted / Not Submitted
5	Audited balance sheet and IT returns for the last three years to be filed. In case the audited balance sheets of last financial year i.e. 2014-15 are not available, then CA certified provisional balance sheets should be submitted by the bidder.	Submitted / Not Submitted
6	Copies of Purchase Orders for proof of Experience	Submitted / Not Submitted
7	Authorization Letter from OEM (in original) stating that the bidder is the authorized distributor for this item.	Submitted / Not Submitted
8	Copy of Sales & Service tax registration certificate PAN/ TIN/TAN/ VAT as applicable	Submitted / Not Submitted
9	Copy of Registration / Incorporation of the firm/ company	Submitted / Not Submitted
10	Duly filled and signed details of proposed product as per Annexure -'A'	Submitted / Not Submitted
11	Bid validity for 180 days after the date of Closing	Complied / Not Complied
12	Duly filled and signed Tender acceptance Letter as per Annexure-'C'	Submitted / Not Submitted
13	Copy of EMD/ Valid Certificate issued by NSIC/DGS&D	Submitted / Not Submitted
14	Uploaded the price bid as per format in Annexure-I	Submitted / Not Submitted

Annexure- C

TENDER ACCEPTANCE LETTER

(To be given on a Stamp Paper of Rs. 100/-)

Date:.....

To

The Deputy Director General,
Computer Centre,
Ministry of Statistics and PI
East Block-10, R.K.Puram
New Delhi -110066

Sub: Acceptance in respect of Terms & Conditions of Tender document.

Ref: <Tender Ref No & Date>

Sir,

1. I/We have downloaded/ obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site <https://www.eprocure.gov.in>.
2. I/We hereby certify that I/we have read all the terms and conditions of tender document including the Scope of Works, Technical Specifications, all Annexure(s)/Para's, etc., which shall form part of the contract agreement and I/we undertake to abide by all the terms & conditions contained therein.
3. The corrigendum(s) issued from time to time by your department/organization too has also been taken into consideration, while submitting this acceptance letter.
4. I/ We hereby unconditionally accept all the terms and conditions of above mentioned tender document and corrigendum(s) as applicable.
5. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject my bid including the forfeiture of earnest money deposit.
6. I/ We confirm that our bid shall be valid upto 180 days from the date of closing bid.
7. I/ We hereby certify that all the statements made and information supplied in the enclosed Annexures/Para's etc. furnished herewith are true and correct.
8. I/ We have furnished all information and details necessary for demonstrating our qualification and have no further prominent information to supply.
9. I/ We understand that you are not bound to accept the lowest or any bid you may receive.

10. I/ We certify / confirm that we comply with the eligibility requirements as per Bid documents.

11. I/We declare and confirm that (i) we have not been Black listed or deregistered by any Central/State government department or Public sector undertaking and none of our works had ever been terminated by client after award of contract during last three years. (ii) No agent, middle man or any intermediary has been or will be engaged to provide any service, or any other item of work related to the award and performance of this contract. We acknowledge the right of the employer, if he finds to the contrary, to declare our tender to be non-compliant and even if the contract has been awarded to declare the contract Null and void.

12. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

13. In case any provisions of this tender are found violated by us, then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Signature & Seal of the Bidder

Name and Address:

OEM Certificate

To

The Deputy Director General,
Computer Centre (MoSPI),
East Block -10, R.K.Puram,
New Delhi-110066.

Sub: Authorization of OEM for supply, installation, warranty, services.

Sir,

I/We _____(OEM) having my/our registered office _____
(address of the OEM) am/are an established manufacturer of _____
(name of quoted items).

2. I/we _____
(name of OEM) solely authorize
_____(Name of the Bidders authorized partner) to supply,
install and provide warranty support on our quoted product for above mentioned
Tender.

3. I/we certify that above authorized partner is technically capable to meet the
Tender eligibility requirement of this Tender defined for OEM's authorized partners.
I/we have also **entered into an agreement with our authorized partners** that they
will supply, install and provide warranty support for this Tender on behalf of us.

4. Our full support is extended in all respects for supply, onsite warranty and
maintenance of our products.

5. In case of default in execution of this Tender by our authorized partner viz
_____(name of the authorized partners), the _____(OEM)
shall own responsibilities for successful execution of
contract/warranty/maintenance/service support **through ourselves or another
Authorized partner.**

(Authorized signatory)

Name & Designation: _____

Note: This letter of authority should be **on the letterhead of the manufacturer** and
should be **signed by legal head or HR Head or CS of OEM**. This may be enclosed with
the Bid. Any modification done to the above format will not be acceptable.

Annexure-E

EMD FORWARDING LETTER

To

The Deputy Director General,
Computer Centre,
Ministry of Statistics and PI
East Block-10, R.K.Puram
New Delhi - 110066

Sub: Earnest Money Deposit

Ref: Tender No. D-15015/12/2016-CC-(UPS Batteries) Dated 18th Feb 2016

Dear Sir,

We, M/s. _____, having read and examined in detail the bid document and amendments.

We, M/s. _____ hereby submit EMD of Rs. _____ (Rupees only) in the form of Demand Draft / Banker's Cheque or hereby submit EMD exemption certificate.

We, M/s. _____ having read and understand the clause no. _____ towards forfeit of EMD.

Yours Sincerely,
Signature & Seal of bidder

Annexure-F

FORM OF BANK GUARANTEE FOR WARRANTY PERFORMANCE SECURITY

(To be stamped in accordance with Stamps Act of India)

1. THIS DEED of Guarantee made this day of _____ between _____ (Name of the Bank) (hereinafter called the "Bank") of the one part and _____ (Name of the Department) (hereinafter called the "Department") of the other part.
2. WHEREAS _____ (Name of the Department) has awarded the contract for Security services contract for Rs. _____ (Rupees in figures and words) (hereinafter called the "contract") to M/s _____ (Name of the contractor) (herein after called the "contractor").
3. AND WHEREAS THE Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs. _____ (Amount in figures and words).
4. NOW WE the Undersigned _____ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee the Department the full amount of Rs. _____ (Amount in figures and words) as stated above.
5. After the Contractor has signed the aforementioned contract with the Department, the Bank is engaged to pay the Department, any amount up to and inclusive of the aforementioned full amount without demur upon written order from the Department to indemnify the Department for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Department immediately on demand without delay and demer without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Department any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. THIS GUARANTEE is valid for a period of _____ months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least three months longer than the anticipated expiry date of the Contract period).
7. At any time during the period in which this Guarantee is still valid, if the Department agrees to grant a time of extension to the contractor or if the contractor fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damages or debts as stated under para-5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Department and at the cost of the contractor.

8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the contractor.
9. The neglect or forbearance of the Department in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Department for the payment hereof shall in no way relieve the Bank of their liability under this deed.
- 10.10. The expressions "the Department", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.

IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the _____ day of _____ (Month) _____ (year) being herewith duly authorized.

For and on behalf of the _____ Bank.

Signature of authorized Bank official Name _____

Designation _____

I.D. No. _____

Stamp/Seal of the Bank.

Signed, sealed and delivered for and on behalf of the Bank by the above named _____ in the presence of:

Witness-1.

Witness-2.

Signature _____

Signature _____

Annexure -G

CONTRACT AGREEMENT FORMAT

This Deed of Agreement is made and entered into on _____ day of _____ 2015

BETWEEN

Computer Centre, Ministry of Statistics and PI, Government of India having its Office at East Block -10, R.K.Puram, New Delhi, represented by its Deputy Director General (here in after called THE PURCHASER which term shall include its successors and assigns) on the one Part.

AND

_____ having its office at _____

_____ (here in after called THE SUPPLIER which term shall include successors and assigns) on the other Part.

Whereas THE PURCHASER is willing to purchase the Cisco L2 Switches and Peripherals (here in after called materials) through the Advertised Tender Enquiry No. D-21013/1/15-CC (Switch).

And whereas for this purpose THE PURCHASER selects THE SUPPLIER to award of contract based on its bid proposal against the Advertised Tender Enquiry.

And whereas THE SUPPLIER expresses their desire to enter into an agreement with THE PURCHASER for the job fully described in the Advertised Tender Enquiry.

NOW THIS DEED OF AGREEMENT WITNESS THE TERMS AND CONDITIONS AS FOLLOWS :

1. That the whole contents of the Advertised Tender Enquiry No. D-21013/1/15-CC (Switch) dated 23 November, 2015 including all amendments/clarifications thereof and firm's Proposal dated _____ shall be deemed to be form an integral part of this Contract.
2. That the materials more specifically described in the Advertised Tender Enquiry shall be supplied by THE SUPPLIER at Computer Centre, Ministry of Statistics and PI, East Block-10, R.K.Puram, New Delhi – 110066.
3. That THE PURCHASER reserves the right to change their specified delivery site for any reasonable ground or grounds and the THE SUPPLIER shall be responsible to deliver the materials at the new site. The transportation cost for delivery at the new site will be decided by both the parties.
4. That the quality and quantity of the materials shall be as per specification given by THE PURCHASER as well as proposal submitted by THE SUPPLIER and approved by THE PURCHASER.
5. That THE PURCHASER reserves the right to change the quantity of items if they feel necessary during the validity of this Agreement.

6. That THE SUPPLIER shall not without the consent in writing of THE PURCHASER assign or sub-let the contract or any part thereof, or make any agreement with any person/company for the execution of any portion of the supply. In this regard consent by THE PURCHASER will not relieve THE SUPPLIER from full and entire responsibility for this Agreement.
7. That THE SUPPLIER shall indemnify THE PURCHASER in respect of all claims, damages, compensation or expenses payable in consequence of any injury or accident caused by them i.e. THE SUPPLIER.
8. That the custom duty, VAT or other Taxes and cost of transportation, or any other incidental charges, if required in connection of the delivery of goods shall be borne by THE SUPPLIER.
9. That the Payment of Rs. _____ (Rs. In words) shall be made by THE PURCHASER as per terms laid in the Advertised Tender Enquiry.
10. That if THE SUPPLIER shall in any manner neglect or fail to carry on the work or performance of the terms of the Agreement with due diligence or violates any of the terms of this Agreement THE PURCHASER shall be entitled to cancel The Agreement and demand damages.
11. That if THE SUPPLIER fails to deliver the materials as per agreed Schedule, penalty will be imposed by THE PURCHASER at as per suitable clause of the Advertised Tender Enquiry.
12. That the terms of this Agreement shall be GOVERNED by the Laws of the Land i.e. Indian Laws.
13. That if any dispute arises in connection with or under this Agreement between the Parties hereto, the matter shall be referred to the sole Arbitrator appointed by the Deputy Director General, Computer Centre (MoSPI). The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996 with venue of arbitration at Delhi only. All disputes shall be subject to jurisdiction of courts of Delhi only.
14. That the Agreement shall come into force immediately and shall remain valid until the final completion of the job or cancelled by THE PURCHASER.

Signed on the _____ day of _____ for and on behalf of the Supplier and Purchaser as follows:

SUPPLIER

PURCHASER

1.....

1.....

2.....

2.....

WITNESSES

WITNESSES

1.....

1.....

2.....

2.....

(Please initial each page).

Annexure -H

Format of Commercial Quote

To

The Deputy Director General,
Computer Centre (MoSPI),
East Block-10, R.K.Puram
New Delhi – 110066

Sir,

I/we declare that I/we have gone through and shall abide by the terms & conditions and scope of work detailed in the Tender document for supply of items. The rates for supply of the items are as under:-

Sl. No.	SMF Battery	Make and Model	Rate per unit without Tax (in Rs.)	Tax (in Rs.)	Rate per unit with tax (in Rs.)	Buy Back Price	Rate per unit (with tax) after adjustment of buy back price
1	12V 26AH						
2	42V 26AH						
3	100V 26AH						

Signature, name & address of authorized signatory with seal

Special Instructions to the Bidders for the e-submission of the bids

1. Bidder should do the registration in the tender site <http://eprocure.gov.in> using the option available. Then the Digital Signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorized Certifying Authorities such as MTNL/SIFY/TCS / nCode/eMudhra.
2. Bidder then login to the site thro' giving user id / password chosen during registration.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under **My Documents** option and these can be selected as per tender requirements and then send along with bid documents during bid submission.
5. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
6. If there are any clarifications, this may be obtained online thro' the tender site, or thro' the contact details. Bidder should take into account of the corrigendum published before submitting the bids online.
7. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/xls /rar/dwf formats. If there is more than one document, they can be clubbed together.
8. Bidder should get ready the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date & time for the tender.
9. The bidder reads the terms & conditions and accepts the same to proceed further to submit the bids.
10. The bidder has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the submission process.
11. After the bid submission, the acknowledgement number, given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender.
12. The details of the Earnest Money Deposit document submitted physically to the Dept and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected.
13. The **Tender Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders.
14. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
15. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
16. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
17. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
18. The bidders are requested to submit the bids through online e - tendering system to the TIA well before the bid submission end date & time (**as per Server System Clock**).

Tender No. D-15015/12/2016-CC-(UPS Batteries) Dated 18th Feb 2016

19. **The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) option in the browser.**
20. If the bidder submits the bid in manual form, he should have already registered in the tender site and he has to inform the registration ID in the bid submitted otherwise his tender will not be considered.

For any other queries, the bidders are asked to contact through Mail: cppp-nic@nic.in

भारत सरकार

संगणक केन्द्र

सांख्यिकी और कार्यक्रम कार्यान्वयन मंत्रालय
पूर्वी खण्ड-10, रामकृष्ण पुरम्,
नई दिल्ली 110066

Government of India
Computer Centre, Ministry of Statistics &
Programme Implementation
East Block-10, R.K. Puram,
New Delhi - 110066

Dated: 18/02/2016

NOTICE INVITING e-TENDER

Computer Centre, Ministry of Statistics & Programme Implementation invites Advertised e-Tender for Empanelment of Vendor for **Supply & Installation of UPS Battery Bank Under Buy Back** from OEM or OEM authorized distributors/ dealers. Mode of Tendering is e-Tender (online) on URL <https://eprocure.gov.in/eprocure/app> in Two-Bid System.

2. The tender document is available on <https://eprocure.gov.in/eprocure/app> and www.mospi.gov.in. In case of discrepancies found between the English version and Hindi Version, the English version shall prevail.
3. Tender has to be submitted online on URL <https://eprocure.gov.in/eprocure/app> **Manual bids shall not be accepted.** Tenderers are advised to follow the instructions provided in the tender documents for the e-submission of the bids online.
4. EMD (Bid Security) : Rs. 25,000/- (Rupees twenty five thousand)
5. Date & Time For Publishing of Tender : 18/02/2016;
6. Date & Time For Pre-Bid Meeting: 26/02/ 2016 at 14:00 Hrs.
7. Date & Time For Submission Of Bid: By 09/03/ 2016; 12:00 Hrs
8. Date & Time For Opening Of Technical Bid: 09/03/2016 at 15:30 Hrs
9. Date & Time For Opening Of Financial Bid: To Be Conveyed Separately.
10. Validity Of Bid : 180 Days From The Last Date Of Closing

(Manju Sharma)

HOO

Tel: 26103956, Fax: 26160652

Copy to Shri R. P. Thakur, DD(Web) with the request to upload the Tender Document on CPP and MoSPI web Site with immediate effect