

Serial No.

Rs. 500.00

ISSUED TO:

Date:

TENDER DOCUMENT
FOR ANNUAL MAINTENANCE SERVICES CONTRACT
OF 10 KVA ONLINE UPS OF RESEARCH LABORATORY

**LAST DATE TIME FOR SALE OF
TENDER DOCUMENTS**

: 13th December 2013 till 1700 hrs

**LAST DATE AND TIME FOR
RECEIPT OF BIDS**

: 20th December 2013 till 1500 hours

**TIME AND DATE OF OPENING
OF BIDS**

: 20th December 2013 at 1530 hours



भारतीय वन्यजीव संस्थान
Wildlife Institute of India

P.O.Box 18, Chandrabani, Dehra Dun – 248001
Phone: 0135-2640111 to 2640115; Fax : 0135-2640117
Email: wii@wii.gov.in, Website: www.wii.gov.in

TENDER NOTICE

Sealed tenders under two-bid systems (technical & financial) are invited for the Annual Maintenance Services of 02 Nos. of 10 KVA UPS of Research Laboratory of Wildlife Institute of India, P.O.Box 18, Chandrabani, Dehradun - 248001

The detailed specifications and terms & conditions are given in **Annexure I and II** respectively. The technical and commercial bids in two separate sealed covers should be submitted to the office of the **Director, Wildlife Institute of India, P.O.Box 18, Dehra Dun – 248001** by 1500 hrs. on 20th December, 2013.

PLEASE READ THE TERMS AND CONDITIONS GIVEN IN ANNEXURE – II CAREFULLY



ANNEXURE - 1

UPS

S. N.	Specification	Qty	Year of Purchase	AMC due on	AMC Cost in Rs. per year	
					Unit	Total
1.	Online UPS Make UNILINE with isolation Transformer (3p Ph I/P-1Ph O/P) Backup time – 30 minutes	2	2009	1/4/2010		



TERMS AND CONDITIONS

Instruction to Bidders

1. Sealed tender for **Annual Maintenance Services Contract of UPS Systems** is to be submitted in two parts viz. **“the technical bid and commercial bid in two separate sealed covers”** and should accordingly be superscribed. The commercial bid of only those firms who have fulfilled the technical requirement as specified in the tender document will be considered for evaluation and comparison.
2. The items required under AMC are mentioned in *Annexure-I*. The due date of AMC is mentioned in the requisite column of Annexure-I. Firms are required to quote the rates for entire period of one year.
3. **Technical Bids** : The firm should fulfill the following criteria and the documentary evidence in support thereof may be enclosed with the technical bids:
 - i) The firm should be in existence for at least three years in trade in the business of UPS service of sizeable value per year.
 - ii) The firm should have ISO certificate for maintenance support.
 - iii) The firm should also enclose company profile and a list of places where they are currently providing Annual Maintenance Services along with contact person name, phone and fax number.
4. **Earnest Money**: The Earnest Money Deposit (EMD) of Rs. 15,000/- (**Rupees Fifteen thousand only**) should be submitted along with technical bid in the form of a Demand Draft in favour of **Director, Wildlife Institute of India (WII), Dehra Dun** payable at Dehradun.
5. **Commercial Bid**: The rate should be quoted in Indian Rupees both in words and figures. In case of any disputes/ambiguity in the rates quoted in words/figures, the higher value quoted either of the two shall be considered for evaluation of the bid. The firm should clearly mention for any taxes etc. if required. Otherwise the rates quoted by the firm shall be considered inclusive of all taxes.
6. **Security Deposit**: The successful agency to whom the AMC is awarded shall furnish a Security deposit for 5% of total AMC amount at the time award of AMC.

General Conditions

1. The firm shall supply and fit at their own cost, all parts and components that may need replacement from time to time under AMC. The parts and components so replaced should be new and of same make, unused and similar or of higher configuration and will become the property of the Institute.
2. Besides, above the AMC shall include one preventive maintenance per quarter.
3. **No commitment to accept lowest or any tender:** WII shall be under no obligation to accept the lowest or any other quotation received in response to this tender enquiry and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever.
4. **Terms of Payment:** The payment of the annual contract will be made quarterly at the end of each quarter after satisfactory services under AMC. Income Tax will be deducted at source as per Government orders.
5. **Penalty:** i) If during the MAINTENANCE PERIOD the firm fails to maintain UPS to the entire satisfaction of the Institute then the institute shall realize the cost of such particular equipment as a penalty by way of deductions from the firm.

ii) In case any UPS remains un-repaired for 4 weeks or more Institute shall be at liberty to get the UPS serviced/repaired/ replaced from outside agencies available locally or at outstation at the risk and expense of the contractor and total expenditure in this regard by way of cost of spare parts, repair charges, traveling charges of service engineers of repair agency or WII personnel as the case may be, incurred by WII will be deducted from the contractor's bills.

v) In case the firm does not carry out timely preventive maintenance then penalty @10% of the Annual Maintenance charges would be deducted from their payment bill.
6. The quantities included in the tender document may be increased or decreased at the discretion of the Director, WII, Dehra Dun.
7. The AMC shall be initially for a period of one year, which on satisfactory performance and mutual consent may be further extended upto 24 months. The firm should specify the discounts in percentage on contractual amount of the AMC if it is to be renewed beyond 12 months and maximum upto a 24 months period.



8. Force Majeure:

A) The firm shall not be liable for forfeiture of its Security Deposit, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

B) For purposes of this Clause, "Force Majeure" means an event beyond the control of the firm and not involving the firm's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Institute either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

C) If a Force Majeure situation arises, the Firm shall promptly notify the Institute in writing of such conditions and the cause thereof. Unless otherwise directed by the Institute in writing, the Firm shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

9. **Resolution of Disputes:** All disagreements, disputes, difference that may arise between the Wildlife Institute of India and the Firm which cannot be resolved through mutual negotiations shall be referred to an Arbitrator appointed in accordance with the provisions of relevant Indian Law as the case may be. The venue of the proceedings and arbitration shall be Dehradun, Uttarakhand, India.

10. **Jurisdiction:** The obligations and liabilities arising out of this contract shall be construed in accordance with the laws of Union of India. The Court in Dehradun, Uttarakhand, India shall have the exclusive jurisdiction to try all or any of the dispute.

11. **Notices:** Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by cable, telex, FAX or e-mail and confirmed in writing to the other party's address specified in the contract. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

12. The Contract shall not be assigned or sublet in whole or in part by the Firm without prior written consent of WII. Any assignment of subletting of the contract or any interest there in or any money due or to become due by the reasons of the terms shall be null and void without prior written consent of WII having been obtained.

13. Each firm should clearly specify that the firm agrees to abide by the conditions of this



tender notice on their printed letter head indicating hereon Sales Tax Registration, PAN number, FAX, Email, Telephone numbers, etc.

14. The Director, WII, Dehra Dun reserves the right to reject or accept any tender without assigning any reason.
15. Director, WII, Dehra Dun reserves the right to alter/modify any or all conditions of this tender document.
16. The technical bid received within prescribed date and time will be opened, in the presence of the firm who choose to be present, **on 20th December, 2013 at 1530 hrs. The representatives should carry authorization certificate from their respective firms.**
17. Tenders which do not fulfill any or all of the above conditions or incomplete, are liable for rejection.

**Administrative Officer
Wildlife Institute of India**