



AG(A&E)/ITSC//AMC_IT/2022-23

Dt.20 .03.2023

NOTICE INVITING TENDER

Sub: Annual Maintenance contract for UPS for the year 2023-2024– Reg

Sealed quotations are invited for the Annual Maintenance Contract for 5 Nos of Online UPS for the period from **01.04.2023** to **31.03.2024**. The terms and conditions of the AMC are furnished in **Annexure – UPS** enclosed. The details of UPS for providing AMC are as follows:

Manufacturer of UPS: NUMERIC

S.No	Description/Site	Machine Sl.no.	Year of Purchase
1	25 KVA	A712B0004B0	2005
2	15 KVA	IV050100002	2005
3	5 KVA	IV060600206	2005
4	10 KVA	II100706012	2010

The quotation should be sent in a sealed cover superscribed, “**ANNUAL MAINTENANCE CONTRACT OF UPS**” and addressed to:

Senior Deputy Accountant General (Administration),
Office of the Accountant General (A&E),
361 Anna Salai,
Chennai-600 018

so as to reach this office before **28.03.2023(5.45PM)**.

No notice will be taken of the tenders received after the prescribed time. This office reserves the right to accept or reject any or all the offers in part or in full without assigning any reason.

Yours faithfully,

Sd/-

Sr.Accounts Officer/ITSC

Annexure – UPS

General Terms and Conditions

1. The bidder must have successfully completed /executed at least one supply order/contract for IT assets AMC/similar services in last three years from the date of issue of this RFP/tender enquiry with any Govt. organization/PSUs/Semi- Govt. organization/ reputed organization. Documentary evidence alongwith satisfactory contract order execution report(s) issued by the concerned organization should be enclosed by the bidder
2. **The rates quoted should be valid till 31/03/2024.**
3. The **Bidder must have an office with own workshop at Chennai**, mandatorily to support the AMC work.
4. A Security Deposit of 10% of entire value of the AMC in the form of Demand Draft in favour of “PAO (IAD), Chennai” should be furnished by the successful bidder within 30 days of receipt of contract. The same shall be retained during the entire period of AMC. The Security Deposit will not bear any interest during the period it is retained by this office. In case of any failure in maintenance on the part of the bidder, the same shall be forfeited.
5. 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.
6. **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.

7. **Termination of Contract:** The Office shall have the right to terminate this Contract in part or in full in any of the following cases:
 - i) Repeated delay/poor response in handling Preventive/ Breakdown Maintenance.
 - ii) The Vendor is declared bankrupt or becomes insolvent.
 - iii) Breach of Contractual Obligations.
 - iv) Breach of security by the employees of the firm.
 - v) Misbehaviour/Indiscipline by the employees of the firm.
 - vi) As per decision of the Arbitration Tribunal
 - vii) Non furnishing of Security Deposit within stipulated time period
 - viii) Upon Office's discretion after giving a notice of 30 days.
8. The Lowest Bid will be decided upon rate quoted by the lowest bidder. The consideration of taxes and duties in evaluation process will be based on all taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Office would be the deciding factor for ranking of Bids. Unreasonably inflated or deflated bids may be avoided. This office reserves the absolute right to reject the bids which is freakishly low or high and, Cutting/alteration made in the tender shall render it invalid.
9. 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.
10. In case of miscalculation of price, if any, occurred in the commercial bid, as a part of addition/subtraction/multiplication/division of any tax/duty/levies or anything else, wherever the case may be, for the purpose of determining L1, the calculation will be corrected without changing the unit price and / or quantity.
11. The rates approved are inclusive of all taxes/ duties and levies and no enhancement in rates will be admissible under any circumstances during the currency of this contract.
12. The Lowest Acceptable Bid will be considered further for placement of contract/Supply Order after complete clarification and price negotiations as decided by the Office.

13. Any fictitious quote or quotes that are unreasonably low will be rejected.
14. Any non-adherence of terms and conditions of the contract or failure in maintenance or in any unforeseen circumstances including insolvency of the firm, the contract will be cancelled and the security deposit shall be forfeited. The additional cost of AMC if any with another vendor due to cancellation of the AMC should be borne by the firm.
15. In case of any dispute, the decision of the Accountant General (A&E) shall be final and binding.

Additional TERMS AND CONDITONS

1. The Annual Maintenance contract will be onsite comprehensive hardware support, which should include replacement and repair of equipment.
2. The spare replacement shall be of the same part available in this office. For any item, which is not available due to non-availability with the manufacturers / principal, an equivalent or higher part compatible with the defective part should be used for replacement.
3. The service personnel should be available on call and when the call is logged for a complaint, the work should be attended to within 4 hours of the call log. Any service call requiring replacement should be resolved within 1day and a maximum of 2days from the time of call.
4. Penalty charges will be deducted from subsequent quarterly bills for breakdown of UPSs beyond resolution time. The rate of reduction is as follows:

Period of breakdown beyond default resolution time	Rate of reduction
From 3 rd day to 7 th day	1% of the total per day cost of AMC for UPS per day
From 8 th day to 10 th day	2% of the total per day cost of AMC for UPS per day
From 11 th day to 15 th day	3% of the total per day cost of AMC for UPS per day
Beyond 15 days	4% of the total per day cost of AMC for UPS per day

5. **The rates approved are inclusive of all taxes and** no enhancement in rates will be admissible under any circumstances during the currency of this contract.

6. If any of the UPS are replaced by this office, the AMC charges will be calculated proportionately for the remaining period.
7. The payment for AMC will be made quarterly.

Yours faithfully,

Sd/-

Sr.Accounts Officer/ITSC