

**Limited Tender Enquiry for Supply, Installation and Maintenance of
Batteries for 80KVA Eaton UPS at Amtron Data Center**

Tender No. AEDC/ADC/IT/2019-20/003 Dtd. 22/01/2020

**Assam Electronics Development Corporation Limited.
Bamunimaidan, Guwahati,
Assam, PIN-781021**

Affix Court Fee Stamp of value Rs. 100.00 here

Section-1
Assam Electronics Development Corporation Ltd. (AMTRON)
Industrial Estate, Bamunimaidan
Guwahati - 781021

NOTICE INVITING TENDER ENQUIRY

Ref No. AEDC/ADC/IT/2019-20/003 Dated. 22/01/2020

Assam Electronics Development Corporation Ltd (AMTRON) invites bids from OEM or its authorized dealers/partner for **“Supply, Installation and Maintenance of Batteries for 80KVA Eaton UPS at Amtron Data Center”** having technical specification as detailed below in relevant section.

Submission of bids shall be offline and to be submitted to <http://www.amtron.in>

1.1 SCHEDULE OF TENDER

Tender No.	AEDC/ADC/IT/2019-20/003
Scope of Work	Supply, installation & commissioning of items specified in this tender with 2 (two) years comprehensive warranty.
Document fee	Rs. 2000/- in the form of DD issued by any scheduled /nationalised bank located in India, and payable at Guwahati in favour of “Assam Electronics Development Corporation Ltd.”
EMD	Rs. 50,000/- in the form of Bank Guarantee issued by any scheduled /nationalised bank located in India, and payable at Guwahati in favour of “Assam Electronics Development Corporation Ltd.”
Name of the tender issuer	Assam Electronics Development Corporation Ltd.
Date of issue of tender document	22-01-2020
Last Date for Submission of Bids	All Tender Documents to be submitted in the Drop Box to be available at MD Office, AMTRON from 10AM, 29-01-2020 to 11:00 PM , 29-01-2020.
Date of Opening of Technical Bids	29-01-2020 at 1:00 PM
Place of Submission & Opening of Bids	Conference room, 2 nd Floor, MD Office, AMTRON
Address for Communication	Managing Director Assam Electronics Dev. Corporation Ltd., Industrial Estate, Bamunimaidan, Guwahati – 781021, Assam
Phone No. for Communication	+91-9864019781
e- mail ids	ranjan.bhagawati@amtron.in , mdc@amtron.in

PART I - TECHNICAL BID

1.2 Pre-Qualification Criteria:

- i. The Bidder should be a Company having its registered Office at Guwahati since 1st April 2015.
 - a. Certificate of Incorporation/Trade License to be provided.
 - b. GST Registration and PAN Card to be furnished.
 - c. Power of Attorney to the authorized signatory of the bidder to sign the bid document, if it is a company/Partnership Firm. **(Form I).**
 - d. Profile of Company – **Form C**
- ii. The bidder must have successfully supplied and installed at least 2 (two) similar UPS with Battery Banks, consisting of value minimum Rs. 5 Lakh. (without taxes) to any Govt/PSU within last three financial years. Client Work Order & completion certificate to be produced along with the bid. Ongoing projects will also be considered. Bidder must provide a letter from end user for ongoing projects along with purchase order.
- iii. Documentary proof for establishing the capability of the Bidder to execute similar order by showing satisfactory/ timely supply and after sale support installation of IT component, where Battery bank supply and installation is involved in last five financial years. Ongoing projects will also be considered. Bidder must provide a letter from end user for ongoing projects along with purchase order.
- iv. The bidder must have an average annual turnover of minimum Rs. 50 Lakh from IT Business for last three financial years (FY 2016-17, FY 2017-18, FY 2018-19). Audited Balance Sheet and CA certificate to be furnished accordingly.
- v. Bidder should not be blacklisted by any Government/PSU entity in last three years. Undertaking from Bidder need to be provided.
- vi. Bidder should be a Partner of Eaton (Make of UPS available at AMTRON Data Center) for last 3 years. Bidder should have Engineer's having expertise on Eaton UPS.
- vii. Bidder to submit an undertaking that there will be zero downtime of Data Center during the replacement of the batteries. Bidder should conduct a site survey before submission of bid. Site survey had been schedule between 11AM - 4PM, on 24-01-2020 and 27-01-2020. Bidder should send mail requesting for site visit prior to the schedule time. Site survey is mandatory for participation in this bid.
- viii. Bidder to provide complete escalation matrix for after sales warranty and services.
- ix. Unpriced, complete and correct BOQ consisting of sub-components, services, warranty etc. to be submitted in letter head along with the bid.
- x. OEM information required to be submitted for –
 - a) The bidder must propose items that can be supplied within 15 days of receiving the Work Order from AMTRON. No items should be proposed that cannot be delivered within 15 days.
 - b) In case the bidder is not an OEM, authorization letter from OEM should be provided as proof of eligibility. Authorization letter from OEM is mandatory for participation in this bid.

- c) The bidders must be an authorized dealer/partner/reseller of the OEM since 1st April 2016. (**Performa A** or as per OEM Format).
- d) OEM should not be blacklisted by any Government/PSU entity in last five years. Undertaking from OEM needed.
- e) Supplied product should have warranty and support by next 2 years.

1.3 Scope of work:

Supply: The bidder should supply, install & commission the items as per the Bill of Materials (BOM) below. All goods need to be supplied F.O.R. Guwahati.

BOM:

Item No.	Item Description	Qty
1	Batteries for 80KVA Eaton UPS	Refer to the specification table

Sd/

Date: 22-01-2020
Guwahati

Managing Director
AEDC Ltd. (AMTRON)

For further details and Tender Documents visit <http://www.amtron.in>

1.4 Technical Compliance of the items:

1.4.1. Battery – 12V, 100Ah, SMF, Qnty 80 nos.

Make: <to be filled by Bidder>	Model No: <to be filled by Bidder>	Product Part Codes: <to be filled by Bidder>
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Section-2

2.1. The Bidder will prepare the bid in two parts – Technical Bid and Financial Bid should be submitted as hard copy in two separate envelop sealed and signed by authorized signatory of the bidder. Each envelop should strictly mention ‘Technical Bid’ or ‘Financial Bid’ along with ‘Tender Number’ and “Name & Address of the Bidder”, accordingly.

a) Technical Bid:

Bidder must ensure that Technical Bid do not contain any Commercial items / prices. All documents to be submitted in Hard Copy duly signed by authorized signatory of the bidder.

The Technical Bid should comprise of the following documents: -

- i. Pre-Qualification Criteria which should include all documents mentioned in **Clause 1.2**
- ii. Document fee & EMD Particulars.
- iii. Signed copy of the Bid Document.
- iv. The bidder must affix a Court Fee Stamp of Rs. 100/- in the place provided on the original Bid document.
- v. Datasheet/Fact Sheets for the products quoted by the Bidder.
- vi. Quality and Standard Certifications obtained by OEM and the product being offered.
- vii. Technical Compliance Sheet as mentioned in Clause 4 (Table A).

b) Financial Bid- Financial bids to be submitted in hard copy in a separately envelop.

2.2 Instructions for Bid Submission

- i) Technical & Financial bids shall be submitted separately in hard copies as detailed below.
- ii) All the statements, documents, certificates submitted by bidders should be signed and sealed by authorized signatory of the bidder, owning responsibility for their correctness / authenticity.

2.3 Other Conditions of bid submission:

- i) AMTRON will not hold any risk and responsibility regulating non-visibility of the printed documents.

- ii) The Bidder shall bear all costs associated with the preparation and submission of its bid including cost of presentation for the purposes of clarification of the bid. AMTRON, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.
- iii) The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and AMTRON, shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.
- iv) It shall be deemed that the bidders have done careful study and examination of the Tender/ bid document and has fully understood the implications.
- v) The response to the Tender/ bid should be full and complete in all respects. Failure to furnish the requisite information or submission of a proposal not substantially responsive to the Tender/ bid document in every respect will be at the bidder's risk and may result in rejection of the proposal and forfeiture of the EMD.
- vi) All materials submitted by the bidder become the property of Information Technology Department and may be returned at its sole discretion.

2.4. General Instructions for Proposal Submission:

a) Submission of Technical Bid-

- i. The bidders should submit the hardcopies of the following:
 - a) Signed copy of bid document as a token of acceptance of the clauses and terms & conditions of the RFP.
 - b) Tender Fee in the form of Demand Draft.
 - c) Original Bank Guarantee in respect of EMD.
 - d) POWER OF ATTORNEY in Original (**Form I**)
- ii. Technical bid should include all documents mentioned in Section 2, Technical Bid. Please Note that Prices should not be indicated in the Technical Proposal but should only be indicated in the Financial Proposal failing which the bid submitted shall be summarily rejected.
- iii. Please note that all the formats given has to be duly filled up submitted in the bid failing which the bid submitted shall be summarily rejected.

SECTION-3

3.1. General Conditions of the Contract:

- i. Bidder must have sufficient arrangements with patent / copyright holders in respect of Technology / licenses etc. Bidder must have requisite authorizations and clearances from Govt./Statutory/Tax authorities that enable it to execute such a supply order in the state of Assam.
- ii. The bidder once selected, must ensure that the equipment supplied is brand new, first hand and contains no previously used, recycled, or refurbished components and is consistently of the same brand, specification and capability as that of the quoted equipment whose sample has been submitted by the bidder and duly evaluated thereof (including brands and specifications of components).
- iii. The bidder(s) short listed after Technical evaluation, may be required to organize inspection of his(their) production facility/factory by officials & experts deputed by AMTRON.
- iv. The equipment supplied must be guaranteed by the Supplier OEM Company as a 1st party for proper operations, performance and correction of any malfunction. The guarantee period will commence from the date of hand over of the equipment after carrying out successfully the tests prescribed by the AMTRON, and shall remain in force till the completion of the period of 5 (five) years or any other period so specified in the supply order. The warranty provided by the Bidder/(s) who is/are awarded the supply order/(s) shall provide OEM warranty.
- v. AMTRON reserves to right of inspection for technical conformity & quality of the equipment quoted, the manufacturing process, warranty service, facilities, by sampling or in full and by factory acceptance or at point of delivery, at times and in the manner, it deems fit & necessary.
- vi. Bidder shall enclose along with in the Technical bid, descriptive technical Literature & Technical Data Sheet in hard copy on the equipment quoted viz. specifications, features etc. in the form of product brochures etc. In addition, as a part of the evaluation process, Bidders are required to submit company sealed samples of the all the equipment quoted and intended for supply along with the tender bid on the date of submission of the tender bid failing which his tender is liable to be cancelled. AMTRON shall not be liable for payment for any cost incurred by the bidder on this account. Testing of the equipment quoted and intended for supply, for fulfilment, at the minimum, the technical specifications & requirements mentioned in the detailed in this Tender Document, and overall product suitability, ergonomics, user friendliness, features, compatibilities, limitations etc. will be carried out.
- vii. AMTRON reserves the right to settle matters in regard to the final quantity of equipment to be supplied during finalization of the supply order.
- viii. C form will not be provided by the Purchaser.
- ix. Road Permit shall not be provided by the Purchaser.

3.2 Packing:

The equipment shall be packed in suitable packing boxes with proper cushioning material to avoid transit damages and in a manner so as to avoid transit damages, if any, from being blamed on faulty/defective packing. The burden of proof in such an event shall lie on the Vendor.

3.3 Inspection:

AMTRON reserves to right of inspection for technical conformity & quality of the equipment quoted, the manufacturing process, warranty service, facilities, by sampling or in full and in factory or at point of delivery, at times and in the manner, it deems fit & necessary.

3.4 Proposed Timelines:

The time schedule for the Supply Order will be as follows:

Activity	Time in days
Issue of Purchase Order	T
Furnishing of Bank Guarantee	T+4 days
Delivery & handover of approved equipment	T+15 days

3.5 Consideration for the supply order:

1. Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. However, the Purchaser reserves the right to negotiate the prices quoted in the bid to effect downward modification.
2. The Commercial bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out.
3. The taxes will be applicable as per the current rate. In case of any change in the applicable rates, the bidder shall bill according to the then prevalent rate. However, should there be a change in the applicable taxes Purchaser reserves the right to negotiate with the Bidder.
4. Prices shall be quoted in Indian National Rupees (INR).
5. The prices will be FOR.
6. AMTRON reserves the right to distribute the order among other, qualified bidder in a ratio it deems fit.
7. All payments will be made on the following milestones:

3.6 Payment Schedule:

Sl. No.	Milestone	% of Payment
1	Completion of installation & commissioning of equipment.	100%

3.7 Warranty Service:

All the equipment supplied must be guaranteed by the vendor OEM Company for 2 (two) years, wherever applicable as first party guarantee for proper operations, performance and correction of any malfunction. The warranty period will commence from the date of handover of the equipment to the end user.

The warranty must include, if not mentioned herein otherwise, but not limited to the following: -

- a) Free-of-cost all services required during the entire warranty period that should result in complete restoration of the equipment to its fully functional status.
- b) Must provide for free-of-cost complete replacement of the concerned module of the equipment, for any fault, malfunctioning or defect found in the period of 90 days from the date of handover to the end-user.
- c) Provide for free-of-cost replacement of defective components/parts of the equipment for the warranty period.
- d) Provide for services of repair & maintenance for the warranty period.
- e) Provide for repetitive replacement of defective parts subject to reduction of the warranty period of the concerned new part/component to the extent of the warranty life consumed by the old replaced part, counted from the date of start of warranty period.
- f) Such warranty facility shall be made available at par at all warranty maintenance centers on the customer-carry-in -to the-nearest-service-centre basis.
- g) Such warranty facility shall be without limitation on an end-user to a particular warranty maintenance centre/(s).

The Bidder/(s) who is/are awarded the supply order/(s) shall handover, along with the equipment, all the operational and maintenance manuals, Warranty card of all equipment to the purchaser along with authentic ownership/ purchase documents/ licenses, warranty certificate wherever applicable.

At any point during performance of the Contract, should technological advances be introduced by the Supplier for products originally offered by the Supplier in its bid and still to be delivered, the Supplier shall be obligated to offer to the Purchaser the latest versions having equal or better performance or functionality at the same or lesser unit prices and shall also pass on to the Purchaser any cost reductions and additional and/or improved support and facilities that it offers to other clients.

During performance of the Contract, the Supplier shall offer to the Purchaser all new versions, releases, and updates of Standard Software, as well as related documentation and technical support services, within thirty (30) days of their availability from the Supplier to other clients of the Supplier.

During the Warranty Period, the Supplier will provide at no additional cost to the Purchaser all new versions, releases, and updates for all Standard Software that are used in the System, within thirty (30) days of their availability from the Supplier to other clients of the Supplier. During the warranty period, RMA and shipping cost to be borne by the OEM/Bidder.

In cases where the new version, release, or update adversely affects System operation or performance, or requires extensive reworking of the System, the Supplier shall continue to support and maintain the version or release previously in operation for as long as necessary to allow introduction of the new version, release, or update.

3.7 Bid Validity Period:

Bids shall remain valid for 180 days after the date of opening of Technical Bids prescribed by the Purchaser. A bid valid for a shorter period may be rejected as non-responsive. The prices excluding the taxes, finalized after opening the tenders shall not increase throughout the period of implementation.

Extension of Period of Validity: In exceptional circumstances, the Purchaser may request the Bidder(s) for an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax). The bidder shall be at liberty to refuse the request. In such a circumstance, it will be construed that the bidder has withdrawn his bid and will not be entitled to claim or receive any penalty/damages/interest/charges. However, he will be entitled to return of his bid documents submitted and refund of the EMD.

3.8 Performance Bank Guarantee:

The Performance Bank Guarantee should be in the prescribed format from a scheduled bank, acceptable to the Purchaser, within the prescribed time.

The bank guarantees issued by any scheduled Bank in India having at least one branch in Guwahati, Assam need to be submitted as follows:

1. A performance Bank Guarantee of the amount equal to 5% of the contract value of the Supply order for a period of 2 years commencing from the 4th day of the date of supply order up to the date of expiry of all warranties, (Date of Warranty expiry will be the date on which the last warranty expires).
2. The PBG has to be submitted within the proposed timelines.
3. All payments will be released to the vendor subject to submission of performance bank guarantee.
4. All charges with respect to the PBG such as commission, premium etc shall be borne by the vendor.
5. After recording of the completion certificate for the work by the competent authority, the Performance Bank Guarantee shall be returned to the vendor. The PBG may be returned by the Purchaser before the expiry of the same upon being satisfied that there has been due performance of the obligations of the bidder under the contract.
6. No interest will be paid on the PBG.
7. Performance Security deposit shall be forfeited in the following cases:
 - a) If any terms and conditions of the Contract are infringed.
 - b) If the vendor fails to complete supply/ service satisfactorily.
 - c) If the vendor fails to deliver the deliverables as per the terms laid down in this document.
 - d) Supplies equipment that is at variance with the equipment quoted and submitted for testing.

- e) If the supplier does not adhere to the warranty clause, Notice will be given to the vendor with reasonable time before performance security deposit is forfeited.

3.9 Bid Evaluation Criteria:

i. Evaluation of Technical Bid:

All evaluation process will be carried out by a Tender Evaluation Committee for evaluation of technical bids and the commercial bid, to be formed by the Purchaser for this purpose. The decision of the Tender committee shall be final, and no correspondence will be entertained outside the process of negotiation by the Committee. Evaluation of the bid documents will be as shown below:

At this stage, the technical bid will be opened and examined for genuineness of the bid, documents for compliance to the qualification requirements, compliance of specifications of the Batteries, submission of EMD, adequacy of documents, whether any computational errors have been made, whether the documents have been properly signed and the documents are prima facie in order and information as stated to be required in this tender has been submitted, correct fulfilment of all required formalities. Tender will be studied to examine if the bidder has at least the minimum capability evidenced by fulfilment of the minimum levels of criteria & conditions mentioned in the NIT and in this tender. At this stage decisions of outright disqualification will be taken. A bid determined not substantially responsive will be rejected and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

ii. Evaluation of Commercial Bid:

- a) Purchase Order will be awarded to the L1 Bidder.
- b) Purchase Order will be awarded depending upon availability of fund. Prices to be valid for at least 1 year.

SECTION: 4
PERFORMA – A

(Declaration by the O.E.M.)

To

Date:

The Managing Director,

Assam Electronics Development Corporation Ltd.,

Industrial Estate, Bamunimaidan, Guwahati-781021

Subject: Authorisation to a Distributor/Dealer/Reseller/Partner for tender No. _____

Dear Sir,

M/S _____ (Bidder), who is our reliable distributor/Dealer/Partner/Reseller for the last _____ years, is hereby authorised to quote on our behalf for this tender.

M/S _____ (Bidder) is likely to continue as our business partner during years to come. We undertake the following regarding the supply of Batteries.

- 1 The Batteries supplied in this tender shall be manufactured by us as per the specifications required by the Purchaser. M/S _____ (Bidder) shall not be allowed to do any hardware integration on our equipment.
- 2 It will be ensured that in the event of being awarded the contract the equipment will be delivered by M/s _____ (Bidder) & maintained by M/S _____ (OEM) properly as per the warranty conditions of the contract. For this purpose, we shall provide necessary technical support including technical updates, & spares. During the period of 5 years warranty, we shall provide full support to the purchaser. On the whole, it shall be ensured that the clauses regarding service and maintenance of equipment do not get diluted in implementation due to non-availability of spares and lack of technical inputs from our side even during warranty period.

Yours very truly,

Name: _____ Designation: _____

Company: _____

Performa -B

**DECLARATION REGARDING ACCEPTANCE OF TERMS & CONDITIONS CONTAINED IN
THE TENDER DOCUMENT**

To,

The Managing Director,

Assam Electronics Development Corporation Ltd.,

Industrial Estate, Bamunimaidan, Guwahati-781021

Sir,

I have carefully gone through the Terms & Conditions contained in the Tender Document [No _____] regarding procurement of Batteries. I declare that all the provisions of this Tender Document contained in Section-1 to Section-5 are acceptable to my Company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours very truly,

Name: _____

Designation: _____

Company: _____

Address: _____

FORM-C

Profile of the Company/firm

- 1.Name of the Company:
- 2.Constitution: Private Limited. Company / Public Limited company / PSU Company/Firm
- 3.Registration No. & date of the company:
- 4.Income Tax PAN No & date:
- 5.Sales Tax/Value Added Tax Registration No. & date:
- 6.Service Tax Registration No. & date:
- 7.Registered Office Address with Tel. No, Fax No., email ID:
- 8.Contact Office Address with Tel. No, Fax No., email ID:
9. Name & Designation of Authorized Signatory of the company:
- 10.Contact Office Address with Tel. No, Fax No., email ID
- 11.Person(s) to whom Authority is sub-delegated and extent:
- 12.Contact Office Address with Tel. No, Fax No., email ID
- 13.Number of Years of Operation (in the business of sales & Services of PCs and accessories)
- 14.Name & Address of OEM facility / factory (Being source of the quoted equipment)
- 15.Contact person, Tel. No, Fax No., email ID:
- 16.Quoted Equipment's patented Brand name
 - Documentary proof against each needs to be submitted.

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Signature of the bidder with seal

FORM-D

Document fee & EMD Particulars

i) Number of the Demand Drafts enclosed:

ii) Demand Draft Particulars:

Sl. No.	D.D. No. & Date	Name of the Bank	Amount (Rs.)
1			
2			
3			
...			
...			
Total			

Note: The tenders without EMD are liable for rejection. EMD exemption will not be allowed.

Signature of the bidder with seal

FORM-I

Proforma for Power of Attorney

(To be signed and executed in non-judicial stamp paper of Rs. 10/=)

GENERAL POWER OF ATTORNEY

Be it known all to whom it concern that:

1.Sri/Smt_____S/O_____Resid-
ing at _____

2.Sri/Smt_____S/O_____Resid-
ing at _____

I/We _____ all _____ the Partners/Directors/Board members/proprietors
of M/S _____ having its registered office at _____ hereby appoint
Sri _____S/O _____ residing at _____
as my/our attorney to act my/our name and on behalf and sign and execute all Documents/ Agreements
binding the firm for all the tender Bid & supply order obligations (including reference of cases to arbitra-
tors) arising out of tender bid submission / supply order to be entered into by the company/firm/consortium
with the Assam Electronics Development Corporation Limited, (AMTRON), Industrial Estate,
Bamunimaidan, Guwahati-781021 in connection with its tender No._____ Dated_____
For the supply of _____ due for opening on _____.

In short, he is fully authorized to do all, each and everything requisite for the above purpose concerning
M/s _____ and I / We hereby agree to confirm and ratify his all and every act
of this or any documents executed by my / our said Attorney within the scope of the authority & including
sub-delegation of authority hereby conferred on him including references of cases to arbitration and the
same shall be binding on me / us and my / our company/ firm/consortium as if the same were executed by
me/ us individually or jointly

(Signature & seal of the Partners/Directors/Board members/ proprietors/Company secre-
tary)

Witness (with address)

1.

2.

ATTESTED Signatures of authorized signatory

ACCEPTED

1. 2.

Attested by- (Signature of Authorized Signatory)

(Signature & seal of the Partners/Directors/Board members/ proprietors/Company secretary)

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PART II - FINANCIAL BID.

Sl. No.	Items	Qty (a).	Unit Price (INR) (b)	AMOUNT (INR) (p=a X b)	GST (q)	TOTAL (INR) (p + q)
1	12V, 100Ah, SMF Battery	80 nos.				
1.2	Accessories	job				
1.3	Mounting and Integration with existing 2x80KVA Eaton UPS	job				
Total Amount (inclusive of taxes)						
In Words:						

Date: _____ **Signature** _____ :

Place: _____ **Name** _____ :

_____ **Designation** _____ :

_____ **Seal** _____ :