Bhopal/RO/MPB/1x200/30Pkt./Sep.2016



उत्तर देते समय लिखें-संदर्भ क्र. IN REPLY PLEASE QUOTE REF.:

# दि न्यू ईंडिया एश्योरन्स कंपनी लिमिटेड

आई.आर.डी.ए. पंजीयन क्र. 190 क्षेत्रीय कार्यालय (450000) ब्लॉक नं. 3, द्वितीय तल, पर्यावास भवन, अरेरा हिल्स, भोपाल (म.प्र.)-462 011 फोन : (0755) 4203270, 4203280, 4203290 फैक्स : (0755) 4203252, 4203254

# THE NEW INDIA ASSURANCE COMPANY LTD.

IRDA Reg. No. 190 Regional Office (450000) Block No. 3, 2<sup>nd</sup> Floor, Paryavas Bhawan, Arera Hills, Bhopal (M.P.)-462 011 Phone : (0755) 4203270, 4203280, 4203290 Fax : (0755) 4203252, 4203254

# Ref no: ITD/AMC-UPS/2024-25

Date: 06.01.2025

# **CORRIGENDUM**

This is corrigendum to e-tender notice "e-TENDER FOR AMC OF UPS INSTALLED UNDER WHOLE MADHYA PRADESH REGION " dated 09.12.2024 uploaded on NIA website and e-procurement portal.

As only one bid was received till the last date of the tender i.e. 31.12.2024, hereby,the last date and time for bid submission of the above tender has been extended till 17.01.2025, 03.00 PM.

Rest of the terms and conditions remain the same as per the tender document.

egional

The New India Assurance Co. Ltd. Bhopal Regional office

June 101/25

पंजीकृत एवं प्रधान कार्यालय : न्यू इंडिया एश्योरन्स बिल्डिंग, 87, महात्मा गांधी मार्ग, फोर्ट, मुम्बई-400 001 Regd. & Head Office : New India Assurance Building, 87, Mahatma Gandhi Road, Fort, Mumbai-400 001



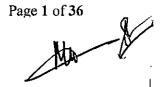
# The New India Assurance Co. Ltd. Bhopal Regional office <u>Block-3, 2<sup>nd</sup> Floor, Arera Hills, Bhopal- 462011</u> Phone: (0755), 4221355

Tender Description	"e-TENDER FOR AMC OF UPS INSTALLED UNDER WHOLE MADHYA PRADESH REGION"
Date of publishing of tender	09/Dec/2024
Last Date and Time for Bid Submission	31/Dec/2024, 3:00 PM
Address for Communication	The New India Assurance Co. Ltd. Bhopal Regional office <u>Block-3, 2<sup>nd</sup> Floor, PARYAWAS BHAVAN,</u> <u>Arera Hills JAIL RAOD, Bhopal– 462011</u> Phone: (0755), 4221355
EMD (Refundable)	Rs25000/-
Tender Fees (Non-Refundable)	Rs5000/- + 18% GST
Last date for Queries	13/ Dec/2024

(Mr. Deepak Pandey)

(Mr. Deepak Pandey Regional Manager Bhopal RO

(Ms. Anirudh Choudhury) Manager Bhopal RO



ITD/e-tender for AMC-UPS/2024-25



# **INTRODUCTION**

•

The New India Assurance Company Limited (hereinafter called "The Company") invites <u>ONLINE</u> <u>BIDS</u> for Annual Maintenance Contract of UPS installed at different locations in Madhya Pradesh region, for The New India Assurance Co. Ltd., from eligible vendors <u>(Madhya Pradesh</u> <u>Based)</u> (as per Annexure 1) for a period of 1 (One) year which may be extended for 1 (one) or more years subject to satisfactory performance at the end of contract and with the approval of competent authority.

The UPS covered under this AMC contract are installed at different locations as mentioned below in Annexure 4.

The tender documents can be downloaded from our official web-site of NIA (<u>http://newindia.co.in/tender.aspx</u>) as well as <u>www.tenderwizard.com/NIAEPROC</u>.

The bidder has to use the portal <u>www.tenderwizard.com/NIAEPROC</u> for participating in the tender. Refer Annexure-8 for e-tendering instruction.

Downloading of tender document from www.tenderwizard.com/NIAEPROC portal is mandatory for tender participation.



# SECTION-I

# TERMS AND CONDITIONS

# 1. <u>THE TENDER OFFER:</u>

- a) The online bids as well as documents submitted offline (*refer para-1 under Section-II*) will be opened by a Committee constituted by the company in the presence of those bidders who wish to remain present at the above-mentioned address. The bid may be rejected if the technical bid does not contain tender fee, EMD, and other relevant documents.
- b) The online commercial bid of <u>only</u> the technically qualified bidders would be opened by the Committee. The time and date would be intimated to the bidders. In case the date happens to be a holiday, then the tenders would be opened on a subsequent date, which will be intimated.
- c) Any commercial bid incomplete in any respect will not be considered. If amount is not mentioned, it will be considered as Rs 0/- (Rupees Zero).
- d) The commercial bids will be scrutinized for the Lowest Commercial Bid (L1 Price) and accordingly the L1 vendor will be identified. This procedure is subject to changes, if any, and the procedure adopted by the Company for opening the tender shall be final and binding on all the parties.
- e) The Committee reserves the right to reject the vendor without giving any reasons if it feels that the support infrastructure, services, reputation and image of the bidder/vendor in the industry is poor.

# 2. EARNEST MONEY DEPOSIT (E.M.D):

- a) The intending online bidders should pay an Earnest Money Deposit (EMD) of Rs. 25,000/-(Rupees Twenty Five Thousand only).
- b) The EMD shall be in the form of Demand Draft in favour of "The New India Assurance Co. Ltd.", payable at Bhopal.
- c) A scanned copy of EMD is to be uploaded online at the time of bid submission. However, the original should be posted/couriered/given in person to the Company, to reach within the bid submission due date & time for the tender.
- d) The EMD must be valid for 90 days from the last date of tender submission.
- e) The EMD will not carry any interest.

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# 3. FORFEITURE OF E.M.D:

The EMD submitted by the bidder will be forfeited, if -

- a. The bidder qualifies as L1 and backs out of the L1 quotes/tender specification/tender terms & conditions.
- b. The bidder signs the Agreement and furnishes the Security Deposit but backs out of his tender bid.
- c. The bidder withdraws his tender after acceptance.
- d. The bidder withdraws his tender before the expiry of the validity period of the tender.
- e. The bidder violates any of the provisions of the terms and conditions of this tender specification.

# 4. <u>REFUND OF E.M.D:</u>

- a) In case of unsuccessful bidders, the EMD will be returned to them after finalization of the L1 vendor.
- b) The EMD will be returned to the L1 bidder, only after signing the contract and submission of Bank Guarantee, completion of formality etc. in all respects to the satisfaction of the Company.

# 5. THE COMPANY RESERVES THE RIGHT TO:

- a) Accept / reject any of the tenders.
- b) Revise the quantities at the time of placing the order.
- c) Add, modify, relax, waive or alter any of the conditions stipulated in the tender specification wherever deemed necessary.
- d) Reject any or all the tenders if --
  - i. The bid is not signed by the duly authorized person or
  - ii. The bid submitted is unsigned or partially unsigned or
  - iii. The bid is not in conformity with the instructions mentioned herein or
  - iv. The bid is not accompanied by the requisite EMD and tender fee or
  - v. The bid is received after the expiry of the due date and time or
  - vi. The bid is evasive or in complete including non-furnishing the required documents or
  - vii. The bid is quoted for period less than the validity of tender or
  - viii. The bid is received from any blacklisted bidder or whose past experience is not satisfactory or
  - ix. The technical bid doesn't fulfill the requirement.



# 6. VALIDITY OF BID:

The bid should be valid for acceptance for a period of at least 60 days from the last date of submission. The offers with lesser validity period would be rejected.

### 7. SECURITY DEPOSIT (Bank Guarantee) :

The successful bidder will have to furnish a Security Deposit to the tune of 15% of the value of the Contract for proper fulfillment of the contract in the form of a Bank Guarantee obtained from a nationalized/scheduled bank. This Bank Guarantee shall be returned after the expiry of the AMC period.

#### 8. SCOPE OF WORK (SOW):

Comprehensive AMC for UPSs of different makes, installed at various Operating Offices under Bhopal Regional Office.

#### **Repair and Maintenance Services (UPS):**

The vendor shall maintain the equipments (as detailed above) in good working condition. The details of the equipments are provided in the technical bid as per Annexure-2. The vendor must provide the following services-

i. The vendor shall correct any faults /failures in UPS equipments during the office hours i.e., from 9.30 AM to 06.00 PM on all working days. The vendor shall also work after office hours and on holidays if required by the company at no extra cost.

#### ii. The AMC is meant for various items as mentioned below: -

- a) Comprehensive maintenance of the UPS shall include installation, up-gradation, repairing, reloading and restoration of UPS. Periodical checkup of UPS shall also be a part of comprehensive maintenance.
- b) Repair or Replacement of parts of UPS and all other peripherals as well as components/parts.
- iii. The bidder is required to provide a total of 95% uptime for all the equipments covered under the contract.
- iv. The service engineers of various locations will be required to travel to provide services to the locations mentioned in the tender document at their own cost. No payment will be borne by the Company on local conveyance.
- v. The vendor must keep spare parts. The standby provided should be of the same or better configuration.
- vi. The vendor shall ensure the originality of the parts/components in the UPS. In case of replacement, the vendor shall replace the items with same or better configuration. The vendor shall maintain at least 5 nos. of spare for each of the frequently required items/components.
- vii. The vendor shall perform preventive maintenance on a quarterly basis.
- viii. The vendor shall attend all calls related to UPS.
- ix. On expiry/termination of the contract, the contractor shall handover all UPS under the contract in good working condition, before the release of that quarter's payment.

ITD/e-tender for AMC-UPS/2024-25



- x. Standby will be allowed for a maximum of 7 days. If any equipment is not repaired/unattended for more than 7 days, penalty will be deducted @ Rs500/- per day and the company reserves the right to get repaired from other repairer and cost incurred for repair will be deducted from the vendor payment.
- xi. Inventory for all locations covering AMC is to be completed within 30 days from the date of Purchase Order and regular updating of inventory is to be maintained.

# 9. <u>PRICE</u>

- a. The price shall be all inclusive of GST, labour cost, ex-factory price per unit, packing, forwarding, freight, transit insurance, Excise Duty, other duties, if any, including State Levy, delivery, installation, commissioning and testing charges. No other charges shall be made.
- b. There shall be no escalation in the prices once the prices are fixed and agreed to by the Company and the vendors. But any benefit arising out of any subsequent reduction in the prices due to a reduction in duty & taxes after the prices are fixed and before the agreement should be passed on to the Company.

## 10. PAYMENT TERMS:

- a. The payment will be released on a quarterly basis on satisfactory performance and after deduction of penalty, if any, with the submission of maintenance call report seal signed by Office In-Charge.
- b. No advance payment will be made in any case.

# 11. CLARIFICATION /QUERIES:

- a) The queries, if any, can be made through email only to **bss45@newindia.co.in** on or before 13/12/2024, 3:00 PM in .xls/.xlsx format as given in Annexure-5.
- b) The queries received via any mode other than email and on email id other than mentioned above will not be entertained.
- c) The Company shall not be responsible for ensuring that the bidders' queries have been received. Any requests for clarification received after the indicated date and time may not be entertained.
- d) The clarifications (if any) issued at any time before the due date of submission of the bid will become a part of the tender document and will be notified on the official website of the Company as well as online e-tender portal.



### 12. ADDENDUM/CORRIGENDUM:

The vendors are advised to regularly check the NIA website (http://newindia.co.in/tender.aspx) as well as online portal for addendum/corrigendum, if any, to be published only on these websites.

#### 13. <u>SERVICE LEVEL AGREEMENT (SLA):</u>

The vendor should provide on-site AMC support from 9:30AM to 06.00 PM on all working days. The vendor shall also work on holidays if required by the company at the regional office, Bhopal.

#### 14. PENALTY CLAUSE:

Sr no.	Reason	Penalty	
1	If complaint not attended to within 2 working days	Rs100/- per day	
2	If standby is not given within 3 days	Rs500/- per day	
3	If call not resolved within 7 days	Rs 500/- Per day after 7th day	
4	Non submission of call reports by the vendor duly sealed signed by Office In-Charge	Quarterly payment will not be made.	
5	Non submission of Quarterly Updated UPS inventory report	Quarterly payment will not be made.	

#### 15. EXCLUSIONS:

The maintenance agreement does not include:

a) Electrical work external to the equipment or maintenance of accessories, attachments, machines or other devices.

b) Damage resulting from external fire, lightning, transportation, cost of repair or replacement due to these factors.

#### 16. DEVIATION FROM SPECIFICATION:

If the bidder wishes to depart from any terms and conditions of the tender in any respect, he shall draw attention to such points of departure explaining fully the reasons thereof and furnish separately adopting the form given in Annexure-6. Unless this is done, the requirements of the eligibility criteria will be deemed to have been accepted in every respect. The Company reserves the right to accept/reject any or all the deviations shown by the bidder.

ITD/e-tender for AMC-UPS/2024-25



## 17. TERMINATION CLAUSE:

If, at any point of time, the services of vendor are found to be non-satisfactory the contract will be terminated by giving 3 (three) months' notice in advance.

18. The Vendor will not sub-contract or permit any personnel other than vendor's engineers to perform any service or other activities required by the Company without prior permission from the Company.

#### 19. <u>ROYALTIES AND PATENTS:</u>

Any royalties or patents or the charges for the use or infringement thereof that may be involved in the contract shall be included in the price. Bidders shall protect the Company against any claims thereof.

#### 20. <u>RELOCATION OF UPS</u>:

During the maintenance agreement in force, the company may relocate the UPS and keep the vendor informed. In the event of relocation of equipment, transport and other incidental charges will be borne by the Company.

#### 21. <u>VIOLATIONS BY VENDOR</u>:

The selected vendor may be blacklisted for future in case serious violations are observed and the Company's decision in this matter will be final and binding on the vendor.

#### 22. AGREEMENT:

The successful bidder shall enter into a detailed agreement. A proforma/draft agreement is given in Annexure-9. However, the Company reserves the right to alter/vary/amend/modify all or any of the terms set out in the said proforma/draft agreement.



# SECTION II

# TECHNICAL BID& COMMERCIAL BID

# 1. ONLINE SUBMISSION:

The online bids under two envelope cover system comprising of (1) The technical bid and (2) commercial bid should be submitted online on website <u>www.tenderwizard.com/NIAEPROC</u> on or before 3:00 PM, 31<sup>st</sup> December 2024.

The technical bid, apart from the online template filling up, should contain the scanned copies of the following documents. The documents shall be arranged in the same order as mentioned below-

- a) Tender fees of Rs5000/- + 18% GST (Rs.5900/-) in the form of Demand Draft/Pay Order in favour of "The New India Assurance Co. Ltd", payable at Bhopal.
- b) The EMD amount of Rs 25000/- (Rupees Twenty five Thousand only)
- c) Certificate of Incorporation/ Registration of Firm Certificate/ Memorandum and Articles of Association/ Partnership Deed/ Proprietorship Deed/ Declaration of Proprietorship etc. as the case may be.
- d) Copy of *Audited Balance Sheets & Chartered Accountant Certificates* for last three Financial Years.
- e) Copy of PAN.
- f) Copy of Sales Tax/ VAT/ Service Tax/ Trade Tax Registration Certificate.
- g) Affidavit by the vendor to the effect that the firm is not blacklisted or de-paneled for whatsoever reason by any Central/State Government Department/Public Sector Banks/Financial Institutions in India during the period from Jan 2020 till the last date of this tender.

## 2. OFFLINE SUBMISSION IN HARD/PHYSICAL COPIES:

The following documents are required to be submitted offline to The New India Assurance Co. Ltd BSS dept. 2nd Floor, 3<sup>rd</sup> Block, Arera Hills, Jail Road Bhopal – 462011 on or before 3:00 PM, 31<sup>st</sup> December 2024 in one sealed envelope super-scribed as "Offline Document Submission for AMC of UPS installed at different locations in Madhya Pradesh region" failing which the bidder may be disqualified and their tender may not be opened:

- a) Tender document Fees of Rs 5900/- (Rs Five Thousand Nine Hundred only) (Non-refundable)
- b) EMD for Rs. 25,000/- (Rs. Twenty five Thousand only) (Refundable)
- c) Signed copy of tender documents and addendum/corrigendum if any
- d) Supporting documents as per the tender requirement.

The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the submitted bid will not be acceptable.

#### ITD/e-tender for AMC-UPS/2024-25



# <u>Note</u>: For more details regarding e-Tendering process please refer Annexure-8 (Special Instructions for bidders)

If the last date for submission of offline documents happens to be a holiday due to some unforeseen circumstances, then the Offline documents can be submitted by 11 a.m. on the next working day.

At any time prior to the last date of receipt of bids, the Company may, for any reason, whether at its own initiative or in response to clarifications requested by the prospective bidders, modify the tender document by clarifications.

The clarifications, if any, issued by the Company at any time before the due date of submission of the bid will become part of the tender document and would be notified on the official web-site of NIA (<u>http://newindia.co.in/tender.aspx</u>) as well as at <u>www.tenderwizard.com/NIAEPROC</u>.

The bidders must submit commercial bids as per Annexure-3. The incomplete commercial bid will be rejected. If, the amount is not mentioned, it will be considered as Rs 0/- (Rupees Zero).



# SECTION III

#### 1. PROCEDURE FOR PROCESSING THE TENDER DOCUMENT:

- 1) The Committee constituted by the Company will open the online bids as well as offline documents as per schedule.
- 2) The commercial bids of only technically qualified bidders will be opened by the Committee in the presence of all the bidders who wish to be present and the lowest commercial bid (L1) will be identified.
- 3) Any commercial bid incomplete in any respect would not be considered.
- 4) This procedure is subject to changes, if any, and the procedure adopted by the Company for opening the tender shall be final and binding on all the parties.
- 5) Every page of the off-line document submitted by the bidder should be stamped and signed by the Authorized Signatory of the bidder.

#### 2. ENCLOSURES:

Annexure-1 (Eligibility Criteria for bidders) Annexure-2(Technical Bid Proforma) Annexure-3(Commercial Bid Performa) Annexure-4(List of Operating Offices under Bhopal RO) Annexure-5(Queries-Format) Annexure-6(Deviations-Format) Annexure-7(UndertakingRegarding Non-Blacklisting) Annexure-8(Special Instructions to bidders for e- Tendering) Annexure-9 (Agreement Draft in stamp paper)



# Eligibility Criteria

# Annexure-1

1India yea num2The position com (Pu Cerrition2The position com (Pu Cerrition3The Part prode3The Part prode4The main deta unde5The servit6The servit6The reaso Bank last deta7The region engint8The b similar years Gove	e bidder should be of reput	Particulars								
2The mor for position com (Pu Certion3The Part prode3The Part prode4The main deta unde5The servit6The rease Bank last deta7The l region engint8The l similar gove	ars as on 1 <sup>st</sup> Aug 2023. (	The bidder should be of reputed background and well established in UPS maintenance support business in Madhya Pradesh region, for the last 5 years as on 1 <sup>st</sup> Aug 2023. (The bidder must submit the Registration number of the firm along with the CST/VAT number and PAN number).								
4The main deta unda5The servi6The servi6The reaso Bank last of7The l regio engin8Simila years Gove	The bidder should have a minimum Annual Turnover of Rs 50 Lacs or more in UPS maintenance support business in Madhya Pradesh region for the last 3 financial years. (i.e. 2021-22, 2022-23 &2023-24) with positive Net Worth in Madhya Pradesh region. It should be of individual company and not of group of companies. (Purchase Order and Audited Balance Sheets & Chartered Accountant Certificates to be submitted)									
<ul> <li>4 Infan deta, unda</li> <li>5 The servi</li> <li>6 The reaso Bank last of</li> <li>7 The last of region engin</li> <li>8 similar gove</li> </ul>	e bidder should have arrange tners of Hardware for the su of to be submitted)	ements with the OEM / Auth upply of spare parts of UPS.	orized Service (Documentary							
6 The Bank last c 7 The l regio engin 7 The l simila years Gove	The bidder should have engineers on payroll having expertise in UPS maintenance, installation and repairs. ( <i>The bidder should specify the details of engineers their locations, mobile nos. and submit undertaking</i> ).									
7 The l regio engin The t simila years Gove	bidder should have ISO of the should have ISO of the bidder should have ISO of the bidder should be bidder	certification for maintenance Affidavit to be Submitted)	e and support							
The t simila 8 years Gove	The bidder should not have been blacklisted or de-paneled for whatsoever reason by any Central/State Government Department/Public Sector Banks/Financial Institutions in India during the period from Jan 2020 till last date of this tender (Undertaking to be submitted Annexure 7).									
8 years Gove	The bidder should have a full-fledged service center in Madhya Pradesh region, with adequate stocks of spares in MP and enough qualified service engineers in MP region. (Documentary proof to be Submitted)									
proof	The bidder should have executed a minimum of 3 nos. of AMC contract of similar nature for a value not less than Rs 2 Lacs/annum during the last 3 years (2021-22, 2022-23 &2023-24). Minimum 1 order should be from Government organization in MP region (excluding NIA) (Documentary proof to be submitted)									
	e of the Customer & act Person	Location, Address & Phone No	P.O. No. & Date	Amount Rs. in lacs)						



SN		Particulars				
2						• • • • •
3						
9	Bidder should have one f	ull-fledged of	ffice in MP.			
S. N.	Name of Office / Branch	Address	LL Number	Contact	Dt. And of establish	
1	<u> </u>					
10	similar support services in	n the last 2 ye	etters of satisfactory perfo ears (2021-22 & 2022-23) cuted orders. (Documenta	. At least 2		
S. N.	Name of the Customer	Address	Contact pe	erson I.	Dt. of ssuance	letter
1						
2				····	<u> </u>	
3				····		

**Authorised Signatory** 

(Name & Designation, seal of the firm)

Note:-

- 1. Additional information to be attached in additional sheet.
- 2. Incomplete and non-submission of documentary proof bids will be rejected.
- 3. All documents should be signed by authorized representative with company seal.



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Technical Bid Annexure-2

SI. No.	Machine Make	Compliance Yes/NO
1	Aplab UPS	
2	Numeric UPS	
3	Accura UPS	
4	Consul UPS	
5	BPE UPS	
6	HP UPS	
7	PROSTARM UPS	

Note-

i) The AMC OF UPS INSTALLED UNDER WHOLE MADHYA PRADESH REGION for a period of 1 (ONE) Year and may be extended for one or more year for the same price terms and conditions subject to satisfactory performance and with the approval of competent authority.ii) The items and quantity mentioned here are spread across MP region.



(A WHOLLY OWNED BY GOVT. OF INDIA COMPANY) REGIONAL OFFICE, PARYAVAS BHAWAN, BLOCK-3, 2<sup>nd</sup> FLOOR, ARERA HILLS, BHOPAL (M.P.) 462011. (0755) 4203270, 280, 290, Fax-(0755) 4203252

#### **Commercial Bid**

Annexure-3

SI. No.	Machine	Total	Unit AMC Rate	Total AMC charges
	Descriptio	No. of	(Inclusive of all taxes in	(Inclusive of all
-	n	Units	Rs.)	taxes ) in Rs.
1	UPS 1 KVA	26		
2	UPS 3 KVA	19		
3	UPS 5 KVA	16		
4	UPS 6 KVA	1		
5	UPS 7.5 KVA	4		
6	UPS 10 KVA	2		

Total Amount Rs

<u>Other UPSs which are presently under Warranty will be added during the year in consecutive</u> <u>quarters and will be intimated in the starting of the quarter and the AMC amount will be increased</u> <u>proportionately. The UPS declared non-repairable by the vendor during the AMC period will be</u> <u>removed from AMC.</u>

Sealed & signed by the Tenderer with Date



# THE NEW INDIA ASSURANCE CO LTD, (A WHOLLY OWNED BY GOVT. OF INDIA COMPANY)

REGIONAL OFFICE, PARYAVAS BHAWAN, BLOCK-3, 2nd FLOOR, ARERA HILLS, BHOPAL (M.P.) 462011. (0755) 4203270, 280, 290, Fax-(0755) 4203252

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# <u>The New India Assurance Co. Ltd. Offices list.</u> Annexure-4

SR. NO.	OFFI CE CODE	Office name and Address	NAME OF INCHARGE & DESIGNATION	MOBILE NUMBER NO. OF INCHARGE
1)	45000 0	Bhopal Regional Office Block No 3, 2nd Floor, Paryavas Bhawan, Arera Hills Bhopal M.P. 462011	Mr.Rajiv Kumar Singal Deputy General Manager	7980027823
2)	45010 0	Bhopal Key Business Office Block No 3, 2nd Floor, Paryavas Bhawan, Arera Hills, Bhopal M.P. 462011	Mr. Deepak Joshi Deputy Manager	9806076969
3)	45010 9	Berasia Small Business Office Near Bank of India,Vidisha Road, Berasia Dist. Bhopal :463106	Mr. Abhishek Malviya Admin. Officer	9229910574
4)	45011 0	Kolar Small Business Office Ground Floor, Gurukripa Tower, Commercial Complex No. 110, Kolar Road, Bhopal :462042.	Mr. Abhay Mahajan Assistant Manager(D)	9131844025
5)	45020 0	UJJAIN LARGE BUSINESS OFFICE 30, Bharatpuri, Admn.Blk., Ujjain - 456 001.	Mr. Shubham Gupta Deputy manager	8109094436

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(A WHOLLY OWNED BY GOVT. OF INDIA COMPANY) REGIONAL OFFICE, PARYAVAS BHAWAN, BLOCK-3, 2<sup>nd</sup> FLOOR, ARERA HILLS, BHOPAL (M.P.) 462011. (0755) 4203270, 280, 290, Fax-(0755) 4203252

6)	45020 2	SHAJAPUR Medium Business Office 1st Floor Nityanand Ashram Compound ,AB Road Shajapur(MP) 465001	Mr.Prakash Lal Raikwar Assistant Manager	9893122576
7)	45020 3	NAGDA Medium Business Office Near LIC of India, Ingoria Rd. 21, Ojha Marg Bazar, Nagda Junction - 456 335.	Ms.Sneha Rathore Deputy Manager	9770001375
8)	45020 8	Agar Malwa Small Business Office Shiv Shakthi Flour Mill, Near Ajay Shri Talkies, Barod Road Agar Malwa ,M.P. 465441	Mr. Laiq Rehman Siddiqui Assistant Manager	9406841827
9)	45040 0	SATNA LARGE BUSINESS OFFICE Near Parijat Hotel, Rewa Road, Satna - 485 001.	Mr.Rajendra Kujur Manager	9826490067
10)	45040 3	CHHATARPUR Medium Business OfficeJawahar Marg, Main Rd.,Chhatarpur - 471 001.	Mr.Prashant Suri Assistant Manager	9300614787
11)	45040 4	TIKAMGARH Medium Business Office Jhansi Road, Tikamgarh (M.P.) - 472001.	Mr. Varun Lokras Assistant Manager	9630691420
12)	45040 8	Panna Small Business Office College Road Near SBI Main Branch, Panna M.P. 488001	Mr. Arab Khan Assistant	9893079088
13)	45050 0	JABALPUR LARGE BUSINESS OFFICE 290, Napier Town, Jabalpur - 482 001.	Ms. Ambujam S Manager	9300103759
14)	45050 3	Seoni Medium Business Office S.P Bunglow road, near bahubali chowk seoni-		

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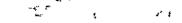


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		480661		1
15	) 45051 1	Katni Small Business Office Gurunanak Dharmakata Baragwa, Katni M.P. 483501		
16	) 45060 0	GWALIOR AUTO TIE-UP HUB LIC Building City Centre, Gwalior M.P. 474011	Mr.Anirudh Chaudhary Manager	9993880401
17)	45060 7	B Block, Shastri Nagar, Gwalior Road, Bhind - 477001	Mr. Narendra Joshi Administrative Officer	8889442228
18)	45060 8	Dabra Medium Business Office BADAMI COMPLEX , BESIDE THE BABUJI PETROL PUMP , NEAR BUS STAND , GWALIOR- JHANSI ROAD , DABRA . MADHYA PRADESH	Mr. Puneet Pamnani Assistant Manager	8878893466
19)	45060 9	GUNA Small Business Office Malhotra Complex, Near Ashoka Park View Hotel, AB Road, Guna -M.P. 473001	Mr. Saurabh Singh Chauhan, Assistant Manager	9713898313
20)	45070 0	INDORE LARGE BUSINESS OFFICE-I 104-105, Ist Floor, SHAGUN COMPLEX,Vijay Nagar Chouraha, Indore - 452 010.	Mr.Rajendra Kumar Jain Regional Manager	9424801161
21)	45071 1	DEWAS Medium Business Office 2nd fl., Chamunda Complex, A.B. Road, Dewas - 455 001.	Mr. Ram Pratap Meena Manager	8109834547

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22)	45071 2	KHANDWA MEDIUM BUSINESS OFFICEOpp. Anand Parisar,Anand Nagar Main Road,Khandwa - 450 001.	Mr. Deepak Kumar PhoolmaliAdministrativ e Officer	9827437528
23)	45080 0	INDORE LARGE BUSINESS OFFICE-II 313-316, Shekhar Central, Illrd floor, Palasiya Square, A.B. Road, Indore - 452001	Mr.Prakhar Kastwar Deputy Manager	8109207074
24)	45081 2	Runji Gautampura Small Business Office Shop No. 3, Patidar Complex, Runji chupati,Chambal Naka, Indore Road, Gautampura - 453331	Mr. Neeraj Kumar Assistant	9531927503/8779330 865
25)	45081 3	Sanwer Small Business Office KUDANA ROAD, SANWER, DIST. INDORE 453551 TELEPHONE: 07321- 220056	Mr Sudesh Parihar Assistant Manager	9827257560
26)	45081 6	RAU Small Business Office Gopiratan Residency, First Floor, ICICI Bank Parisar, A.B. Road, Rau, Dist. Indore -453331	Mr.Rajesh Nawal Admin. Officer	9827062249
27)	45100 0	SAGAR LARGE BUSINESS OFFICE Akarshiya Bldg., Opp. Rly. Stn., Bhagwan Ganj, Sagar 470 002.	Mr. Manojkumar Agrawal Manager	9479316691
28)	45100 2	DAMOH Medium Business Office Civil Ward No.3, P.B. NO. 32, Damoh - 470 661.	Mr. Sudhir Kumar Tiwari Deputy Manager	9407493755



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29	) 45100 3	SHASTRI WARD, STATION ROAD, BINA, DISTRICT-SAGAR, (M.P.):-470113	Mr.Anuj Kumar Midha Assistant Manager	9039856246
30	) 45100 4	Main road, bus stand,Ward No. 08, Banda	Mr. Pappu Khare Assistant	9926271668
31)	45100 7	Kurwai Small Business Office Near Bus Stand, Malipura, mandi Bamora Road, Kurwai	Mr.Tulsidas Rai Admin. Officer	9893385929
32)	45110 0	RATLAM LARGE BUSINESS OFFICE 115, Station Road, Ratlam - 457 001.	Mr. Vishal Gupta Manager	8976571866
33)	45110 1	MANDSAUR Medium Business OfficeMhow - Neemuch Road,Mandsaur - 458 001.	Mr. Ravindra MalviyaAssistant Manager	8236889796
34)	45110 2	JHABUA Medium Business Office First Floor,811, Chaitanya Marg, Indore-Ahemedabad Road, Near Natural Honda Showroom, Opposite Vijaya Bank Jhabua-457661	Mr.Himanshu Patidar Assistant Manager	9806135968
35)	45110 3	Neemuch Medium Business Office Bunglow No.46,Girls College Road , Opposite CRPF Mess,Neemuch Madhya Pradesh - 458441	Mr. D S Arora Assistant Manager	9425106116
36)	45110 4	Alirajpur Small Business Office Nagar palika road, near Gayatri Mandir, Alirajpur	Mr.KR Ambhore Assistant Manager	9993446240





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37)	45130 0	INDORE AUTO TIE-UP HUB 104-105, Ist Floor, SHAGUN COMPLEX,Vijay Nagar Chouraha, Indore - 452 001.	Mr.Brahmanand Wagh Manager	9893410414
38)	45130 5	POLOGROUND Small Business Office NAKODA APARTMENT, 3 RAMCHANDRA NAGAR, AIR PORT ROAD, INDORE (M.P.) - 452005	Mr. Manoj Sharma Assistant Manager	9826012750
39)	45140 0	BHOPAL LARGE BUSINESS OFFICE Ist Floor, West Block GTB Complex Bhopal - 462 003.	Mr Mahendra Singh Rathore Manager	7389940833
40)	45140 5	Bairagarh Small Business Office G.N.8,MARUTI COMPLEX, CHANCHAL ROAD,MINI MARKET,SANT HIRDARAM NAGAR MP 462030	Mr. M.K. Awatramani Senior Assistant	9406532750
41)	45141 3	BHEL Small Business OfficeB-92, NIRMAL PALACE, AWADHPURIBhopal,462022	Mr. Rohit KumarAssistant Manager	8085812058
42)	45141 5	Hamidia Road Small Business Office G-28 Surbhi Raghu Plaza, Hamidia Road Bhopal M.P. 462001.	Mr.Amit Minj Assistant Manager	8109390014
43)	45170 0	DHAMNOD LARGE BUSINESS OFFICE A.B. Road, Dhamnod - 454 552.	Mr.Prashant Dhotre Manager	9827395706
44)	45170 1	SENDHWA Medium Business Office Opp. Veterinary Hospital, A.B. Road, Sendhwa - 451 666	Mr.Neeraj Pathak Deputy Manager	9826786661



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45	) 45170 2	KHARGONE Medium Business Office Ward No. 29, Opp to Bank Of India, Vishwasakha Colony, Bistan Road, Khargone, M.P. Pin: 451001.	Mr.Anil Singh Sengar Deputy Manager	9977178100
46)	45170 3	CHANDRA COMPLEX,154, M.G. ROAD, BARWANI (M.P.) :-451551	Mr. Santosh Bairagi Senior Assistant	9993910441
47)	45190 0	GWALIOR LARGE BUSINESS OFFICE First Floor, K&M Tower, Plot no. 13, Main Road, Chetakpuri, Gwalior, M.P474002	Mr.Lalit Kishore Ekka Manager	9425631656
48)	45190 1	Joura Small Business Office Opposite Shri Ram cinema M.S. Road Joura Dist. Morena - 476221	Mr.Pawan Dekate Admin. Officer	9827628498
49)	45190 3	BILAUA Small Business Office Near Janmitra Kendra, Bilaua DISTT.GWALIOR - 475003	Mr. Laxman Das Administrative Officer	9827371943
50)	45190 7	Shivpuri Medium Business Office Haji Sanu Bux Market A.B. Road, Shivpuri M.P. 473551	Mr.Sushant Rochlani Deputy Manager	7587887500
51)	45210 0	BHOPAL AUTO TIE-UP HUB Paryavas Bhavan,2nd Floor,Block-3, Jail Road, Bhopal-462011	Mr. Anjul Pandey Manager	9425839987
52)	45210 1	MANDIDEEP LARGE BUSINESS OFFICEFirst Floor, Rinwa Complex,Main Road, Mandideep,Dist. Raisen, M.P.462046	Mr.Mukesh MalviyaDeputy Manager	9826311647



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53)	45210 2	VIDISHA Small Business Office ASG Eye Hospital, Jalori Complex, Civil Lines, Vidisha - 464 001.	Mr. Surendra Kumar Rakse Deputy Manager	8770881775
54)	45210 3	DAB Medium Business Office 1-A,A-1/B,1st FLOOR, PINK TOWER, PADMANABH NAGAR, PRABHAT SQUARE, RAISEN ROAD,GOVINDPURA, BHOPAL - 462 023	Mr. Sunil Kehri Manager	9827621805
55)	45210 7	Misrod Small Business Office First Floor, Tilak Nagar, Bawadia Kalan, Bhopal M.P. 462039	Mr.Ghansyam Raikwar Senior Assistant	9981984658
56)	45220 3	Rajgarh Small Business Office 18, Chandra Shekhar Azad Marg Rajgarh. teh. sardarpur, distt.Dhar.M.P 454116.	Mr. Om Prakash Pande Assistant	9425030769
57)	45230 0	REWA LARGE BUSINESS OFFICE H.No. 25/1257/1 First Floor, Above Union Bank of India Saman, Rewa, MAdhya Pradesh -Pin Code 486001	Ms. Geetanjali Menia Manager	9022721367
58)	45240 0	CHHINDWARA LARGE BUSINESS OFFICE Parasia Road, Opposite SAF Gate Chhindwara(480001)	Mr. Sushil Gangrade Manager	7987788419
59)	45240 1	BETUL Medium Business Office FIRST FLOOR SHRI	Mr. Nitin Gargey Deputy Manager	9425090793

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60	)) 45240 2	Amla Small Business Office Ratada Road, Amla , Dist. Betul - 460551.	Mr.Shekhar Biswas, Admin. Officer	9074700290
61	) 45240 4	SEONI Malwa Small Business Office8 & 9 Masjid complex,1st floor,old bus stand, main road, Seoni Malwa, Dist. Hoshangabad	Mr.Sanjay GangradeAssistant Manager	9827287994
62	) 45240 6	Multai Small Business Office Gadekar Compund Betul Road, In front of Honda Showroom, Multai - 460661	Mr.Lokesh Wagmare Assistant	9713785885
63)	45240 8	Dongar Parasia Small Business Office Above U.B.I.,Main Road, Parasia,Dist. Chhindwara	Mr.Nagendra Pratap Assistant	9098524174
64)	45240 9	Pipariya Small Business Office Cement Road, Pipariya,461775	Mr. Sanjay Dubey Assistant	9893299690
65) ,	45250 0	Shahdol Medium Business Office Kartar Cottage, Beside Mahindra Finance, Opp. Christian Hospital, Burhar Road, Shahdol, M.P. 484001.	Mr. Ankur Yadav Assistant Manager	9479804223
66)	45250 1	Burhar Small Business Office Sai Complex, First Floor, Opp. Nehru Degree College, Amarkantak Road, Burhar, Dist. Shahdol (M.P.)	Mr. kamlesh Marskole Assistant	9926838332
67)	45250 2	Birsinghpur Pali Small Business Office Opp. Old Hospital, Main Road, Birsinghpur Pali, Distt. Umaria - 484551	Mr. Kuldeep Beck Administrative Officer	9425537880

ITD/Tender for UPS Battery rate contract/2024-25

The second secon	THE NEW INDIA ASSURANCE CO LTD, (A WHOLLY OWNED BY GOVT. OF INDIA COMPANY) REGIONAL OFFICE, PARYAVAS BHAWAN, BLOCK-3, 2 <sup>nd</sup> FLOOR, ARERA HILLS, BHOPAL (M.P.) 462011. (0755) 4203270, 280, 290, Fax-(0755) 4203252
2 The second se	(A WHOLLY OWNED BY GOVT. OF INDIA COMPANY) REGIONAL OFFICE,PARYAVAS BHAWAN, BLOCK-3, 2 <sup>nd</sup> FLOOR, ARERA HILLS, BHOPAL (M.P.) 462011.

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68)	45250 3	Annupur Small Business Office C/O Mrs. Ramlali Soni, W/o Late. Biharilal Soni, Jaithari Road, Opp. Mandakini Hotel, Anuppur, Madhya Pradesh – 484224	Mr. Taslim Khan Assistant Manager	9669919116
69)	45600 1	Child Suit Hub, Indore 221 Saket Nagar, Main Road Indore(M.P.) PIN: 452018.	Mr. Sunil.Otwal Manager	9993118822
70)	45600 2	Child Suit Hub, Jabaipur 668, Rasal Chowk, Jabalpur - 482001.	Mr. Rakesh Kumar Shayalwar Manager	9926623388



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# Tender Ref: ITD/e-tender forAMC-UPS/2024-25

# Annexure-5

# **QUERIES FORMAT**

SN	Bidder Name	Page No (Tender Ref)	Clause (Tender Ref)	Description (Tender Ref)	Query

# Tender Ref: ITD/e-tender for AMC-UPS/2024-25 <u>Annexure-6</u>

# **DEVIATIONS FORMAT**

S.N.	Bidder's	Page No. (Tender	Clause(Tender Ref)	Description in	Deviation	Reasons
	Name	Ref)		the tender (Tender Ref)	details	for deviation
1						
2			<u></u> ,			

Note: -The Company reserves the right to accept/reject any or all of the deviations shown by the bidder.

Authorized Signatory (Name & Designation, seal of the firm)

ITD/e-tender for AMC-UPS/2024-25 36



Annexure-7

# Undertaking Regarding Non-Blacklisting

# Tender Ref: ITD/e-tender forAMC-UPS/2024-25

We, M/s

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\_, participating in the bid, confirm that we have not been disqualified/blacklisted/de-paneled and the product quoted is not disqualified/blacklisted/depaneled by any Central/State Government Department/Public Sector Banks/Financial Institutions in India including NIA during the last three years starting from Jan, 2018 till last date of submission of this tender.

Dated at \_\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_\_ 20\_\_\_

Signature of the Company Secretary	:
Signature	:
Name	:
Designation	:
Name & Address of the company	:
Seal of the Company	:



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# <u>Annexure-8</u>

# SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

1. Tender document with detailed terms and conditions is available on our website <u>www.tenderwizard.com/NIAEPROC</u>. Interested parties may download the same and participate in the tender as per the instructions given therein, on or before the due date of the tender. The tender shall have to be submitted online through the e-procurement system on <u>www.tenderwizard.com/NIAEPROC</u>.

2. As a pre-requisite for participation in the tender, vendors are required to obtain a valid Digital Certificate of Class IIB(with both signing and encryption component) and above as per Indian IT Act from the licensed Certifying Authorities (For ex. N-codes, Sify, TCS, E-mudrah, etc.) operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). The cost of obtaining the digital certificate shall be borne by the vendor.

In case any vendor so desires, he may contact our e-procurement service provider M/s. Antares Systems Limited, Mumbai for obtaining the digital signature certificate.

3. Corrigendum/amendment, if any, shall be notified on the site <u>www.tenderwizard.com/NIAEPROC</u>. In case any corrigendum/amendment is issued after the submission of the bid, then such vendors, who have submitted their bids, shall be intimated about the corrigendum/amendment by a system-generated email (In case of open tender corrigendum / amendment will be on the public dash board and no mail will be fired for the vendor who has not participated by that time). It shall be assumed that the information contained therein has been taken into account by the vendor. They have the choice of making changes in their bid before the due date and time.

4. Vendors are required to complete the entire process online on or before the due date of closing of the tender.

5. Price bid of only those vendors shall be opened whose Techno-Commercial bid is found to be acceptable to us. The schedule for opening the price bid shall be advised separately.

6. Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:

(i) Vendors are advised to log on to the website (<u>www.tenderwizard.com/NIAEPROC</u>) and arrange to register themselves at the earliest.

(ii) The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.

ITD/Tender for UPS Battery rate contract/2024-25 Page 29 of 36



(iii) Vendors are advised in their own interest to ensure that their bids are submitted in e-Procurement system well before the closing date and time of bid. If the vendor intends to change/revise the bid already entered, he may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.

(iv) Once the entire process of submission of online bid is complete, the vendors are required to go to option own bid view through dashboard and take the print of the envelope receipt as a proof of submitted bid.

(v) Bids / Offers shall not be permitted in e-procurement system after the due date / time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.

(vi) No manual bids/offers along with electronic bids/offers shall be permitted.

7. Once the price bids are opened, vendors can see the rates quoted by all the participating bidders by logging on to the portal under their user ID and password and clicking on other bid view.

8. No responsibility will be taken by and/or the e-procurement service provider for any delay due to connectivity and availability of website. They shall not have any liability to vendors for any interruption or delay in access to the site irrespective of the cause. It is advisable that vendors who are not well conversant with e-tendering procedures, start filling up the tenders much before the due date /time so that there is sufficient time available with him/her to acquaint with all the steps and seek help if they so require. Even for those who are conversant with this type of e-tendering, it is suggested to complete all the activities ahead of time. It should be noted that the individual bid becomes viewable only after the opening of the bid on/after the due date and time. Please be reassured that your bid will availability of viewing before due date and time is true for e-tendering service provider as well as New India Assurance officials.

9. New India Assurance and/or the e-procurement service provider shall not be responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic

In case of any clarification pertaining to e-procurement process, the vendor may contact the following agencies / personnel:

S. No.   Partic	ulare		
		Company Name	Contact Details
I. For e-	tendering Support	M/s. Antares Systems Ltd.	
	5 FF	-	9731468511 (Sushant)
			lokesh.hr@etenderwizard.com
2. For te	nder Related Queries	The New India Assurance,	bss45@newindia.co.in
		Bhopal Regional Office	
		Bhopai Regional Office	Mob: 7982177550.
L			7000357420



Annexure-9

# AGREEMENT

1. ss

Period of AMC:

Price of AMC (inclusive of all taxes):

# 1. TENDER OFFER & PERIOD OF AGREEMENT:

- a. This Agreement is valid for minimum lyear. However, the period of Agreement may be extended to one or more years on renewal subject to approval of competent authority and on the basis of satisfactory performance of the vendor and on the same rate, terms and conditions.
- c. That the vendor hereby agrees to affect the AMC services as specified in the tender document.

#### 2. <u>PRICE:</u>

- a. The price shall be all inclusive of GST, labour cost, ex-factory price per unit, packing, forwarding, freight, transit insurance, Excise duty, other duties, if any, including state levy, delivery, installation, commissioning and testing charges. No other charges shall be made.
- b. There shall be no escalation in the prices once the prices are fixed and agreed to by the Company and the vendors. But any benefit arising out of any subsequent reduction in the prices due to reduction in duty & taxes after the prices are fixed and before the agreement should be passed on to the Company.

#### 3. SECURITY DEPOSIT:

The successful bidder will have to furnish a Security Deposit to the tune of 15% of the value of the Contract for proper fulfillment of the contract in the form of a Bank Guarantee obtained from a nationalized/scheduled bank. This Bank Guarantee shall be returned after the expiry of the AMC period.

# 4. PAYMENT TERMS:

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- a. The payment will be released on a quarterly basis on satisfactory performance and after deduction of penalty, if any, with the submission of maintenance call report seal signed by
- b. No advance payment will be made in any case.

# 5. SCOPE OF WORK (SOW):

Comprehensive AMC for UPS's of different makes, installed at various Operating Offices under Bhopal Regional Office.

# 6. Repair and Maintenance Services (UPS):

- The vendor shall maintain the equipments (as detailed above) in good working condition. i. The details of the equipments are provided in the technical bid as per Annexure-2. The vendor has to provide the following services-
- The vendor shall correct any faults /failures in any equipment during the office hours i.e. ii. from 9.30 AM to 06.00 PM on all working days. The vendor shall also work after office hours and on holidays if required by the company at no extra cost.
- iii. The AMC is meant for various items as mentioned below :-
- iv. Comprehensive maintenance of the UPS shall include installation, up-gradation, repairing, reloading and restoration of UPS. Periodical checkup of UPS shall also be a part of comprehensive maintenance.
- v. Repair or Replacement of parts of UPS and all other peripherals as well as components/parts.
- vi. The bidder is required to provide a total of 95% uptime for all the equipments covered under vii.
- The service engineers of various locations will be required to travel to provide services to the locations mentioned in the tender document at their own cost. No payment will be borne by the Company on local conveyance.
- viii. The vendor has to keep spare parts. The standby provided should be of same or better ix.
- The vendor shall ensure the originality of the parts/components in the UPS. In case of replacement, the vendor shall replace the items with same or better configuration. The vendor shall maintain at least 5 nos. of spare for each of frequently required
- The vendor shall perform preventive maintenance on quarterly basis. х. xi.
- The vendor shall attend all calls related to UPS. xii.
- On expiry/termination of the contract, the contractor shall handover all UPS under the contract in good working condition, before the release of that quarter's payment.
- xiii. The standby will be allowed for maximum 7 days. If any equipment not repaired/unattended for more than 7 days, penalty will be deducted @ Rs500/- per day and the company reserves the right to get repaired from other repairer and cost incurred for repair will be deducted

ITD/Tender for UPS Battery rate contract/2024-25 Page 32 of 36



from the vendor payment.

xiv. Inventory for all locations covering AMC is to be completed within 30 days from the date of Purchase Order and also regular updating of inventory is to be maintained.

# 7. SERVICE LEVEL AGREEMENT (SLA):

The vendor should provide on-site AMC support from 9:30AM to 06.00 PM on all working days. The vendor shall also work on holidays if required by the company at Regional office, Bhopal

#### 8. PENALTY CLAUSE:

Sr no.	Reason	Penalty
1	If complaint not attended within 2 working days	Rs100/- per day
2	If standby is not give within 3 days	Rs500/- per day
3	If call not resolved within 7 days	Rs 500/- Per day after 7 <sup>th</sup> day
4	Non submission of call reports by the vendor duly sealed signed by Office In-Charge	Quarterly payment will not be made.
5	Non submission of Quarterly Updated UPS inventory report	Quarterly payment will not be made.

#### 9. EXCLUSIONS:

The maintenance agreement does not include:

a) Electrical work external to the equipment or maintenance of accessories, attachments, machines or other devices.

b) Damage resulting from external fire, lightning, transportation, cost of repair or replacement due to these factors.

# 10. TERMINATION CLAUSE:

If, at any point of time, the services of vendor are found to be non-satisfactory the contract will be terminated by giving 3 (three) months notice in advance.



The Vendor will not sub-contract or permit any personnel other than vendor's engineers to perform any service or other activities required by the Company without prior permission from the Company.

The Company will provide sufficient working place, communication system for the vendor without any extra cost.

# 11. ROYALTIES AND PATENTS:

Any royalties or patents or the charges for the use or infringement thereof that may be involved in the contract shall be included in the price. Bidders shall protect the Company against any claims thereof.

# 12. ARBITRATION:

- i) All disputes/differences of any kind whatsoever arising out of or relating to the construction, meaning, operation, effect or breach of the Agreement, then either party may refer to a sole arbitrator who shall be jointly appointed by both the parties or, in the event that the parties are unable to agree on the person to act as the sole arbitrator within 30 days after any party has claimed for arbitration in written form, by three arbitrators, one to be appointed by each party with power to the two arbitrators so appointed, to appoint a third arbitrator within a period of 30 days from the appointment of the second of the arbitrators.
- ii) The arbitration shall be conducted under the Arbitration and Conciliation Act, 1996 as amended or re-enacted from time to time.
- iii) The governing law for the arbitration shall be Indian Law.
- iv) The proceeding of arbitration shall be conducted in the English language. The arbitration shall be held in **Bhopal**, India.

## 13. FORCE MAJEURE:

The bidder shall not be liable for any delay or failure of performance of any of its obligations under or arising out of this contract, if the failure or delay results from any of the following Act of God, refusal of permissions or other Government Act, fire, explosion, accident and the like which renders it impossible or impracticable for the bidder to fulfill its obligations under the contract or any other cause or circumstances of whatsoever nature beyond bidder's control.



# 14. VIOLATIONS BY VENDOR:

The selected vendor may be blacklisted for future in case serious violations are observed and the Company's decision in this matter will be final and binding on the vendor.

#### 15. CONFIDENTIALITY:

The bidder acknowledges that all materials and information which has or will come>in its possession or knowledge in connection with the performance of this agreement, hereof, consists of confidential and proprietary data, whose disclosure to or use by third parties will be damaging or cause loss to company. The bidder agrees to hold such material and information in strictest confidence not to make use thereof other than for the performance of this agreement, to release it only to employees requiring such information, and not to release or disclose it to any other parties. The bidder shall take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement are fully satisfied.

#### 16. <u>RELOCATION OF UPS:</u>

During the maintenance agreement in force, the company may relocate the UPS and keep the vendor informed. In case of relocation of equipment, transport and other incidental charges will be borne by company.

IN WITNESS WHEREOF THE PARTIES HERE TO have set and subscribed their respective hands and seals the day and year herein above mentioned.

a) Signed sealed & delivered by the Within named insurance company

b) Signed sealed & delivered by the within named (vendor)

By the hands of

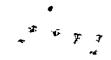
By the hands of

In the presence of

Witnesses: 1

ITD/Tender for UPS Battery rate contract/2024-25 Page 35 of 36 In the presence of

Witnesses: 1





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