Sealed quotations are invited towards “Annual Maintenance Contract (AMC) for Emerson Brand UPS” installed in the office of Quality Council of India (Board NABL). As per the scope of work & requirements in the format given below:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Particulars</th>
<th>Qty</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Emerson 10 kVA UPS Model S410D (Year of purchase 2012)</td>
<td>2 Pcs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Emerson 6 kVA UPS Model ITA (Year of purchase 2017)</td>
<td>1 Pcs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>GST</td>
<td></td>
<td></td>
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<tr>
<td>4</td>
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</tbody>
</table>

**Total**

**TERMS & CONDITIONS (T & C)**

A. Procedure for submission of bids:
The bids are to be submitted in a sealed outer cover clearly marked “Quotation for Annual Maintenance Contract for Emerson Brand UPS” on or before 06.07.2020 (15.30 Hrs) along with EMD Rs. 2,000/- (Rs. Two Thousand only) and the signed copy of the terms and conditions addressed to D.D. (HR & A), Quality Council of India (Board-NABL), Plot-45, Sector-44, Gurgaon – 122003. The outer cover should include two separate sealed envelopes/covers marked as under:

**ENVELOPE-1**
The Envelope-1 marked as “Technical Bid” shall contain the following:
- EMD of Rs. 2,000 (Rs. Two Thousand only) in the form of Account payee Demand Draft in favoring “Quality Council of India” payable at Gurgaon. Any bid without EMD shall be rejected.
- Copy of Authorization /Dealership/Channel partner/Service provider of “Emerson Brand UPS” Certificate.
- The bidders which are technically sound and having proper experience, infrastructure, manpower, equipments required for CAMC of “Emerson” Brand UPS may also participate. Copy of certificate/Letters/Proof must be provided with quotation for evaluation by NABL.
- Acceptance letter for un-conditional acceptance of the Terms & conditions of this tender.
- Any other Credentials/documents in support of meeting the criteria as prescribed in the NIT.

**ENVELOPE-2**
The Envelope-2 marked “Price Bid” as shall contain the following:
- Price Bid duly filled in, signed and stamped on each page by the Bidder/ authorized representative of the Bidder. No cutting or overwriting shall be allowed. In such cases the bid shall be treated as CANCELLED AND TENDER SHALL BE TREATED AS DISQUALIFIED.
- Any other information as required to be submitted along with the tender.

A.1. Late bids & bids without EMD will not be considered. It shall be responsibility of the bidder to ensure that the bid has been received on time and at proper place before the deadline. Bids submitted through fax and e-mails will not be considered.

A.2. Bids may be opened on 07/07/2020 (16.30 Hrs). Due to Covid19 Pandemic the process will be completed online hence no representative of bidders need to be present physically.

A.3. QCI/ NABL reserves the right to alter/ modify the scope of work mentioned in this RFP document at any stage of the bidding process and contract.

A.4. For evaluation and comparison of tenders, QCI/ NABL may ask bidders individually for clarification of their bid documents, including break-up of rate. The request for clarification and the response shall be in writing, but no change in the price or text/content of the tender shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by QCI/NABL during the evaluation of the tenders.

B. Eligibility Criteria

I. The bidder may be OEM/Authorized Dealer/ Channel Partner/Service provider of “Emerson” Brand UPS having proper experience, infrastructure, manpower, equipments of the quoted equipment. Copy of certificate/Letter/Proof must be provided with quotation.

II. The bidders which are technically sound and having proper experience, infrastructure, manpower, equipments required for CAMC of “Emerson” Brand UPS may also participate. Copy of certificate/Letters/Proof must be provided with quotation for evaluation by NABL.
III. The bidder must be registered with GST. Copy of Registration is required.
IV. The bidder should not have been barred or black-listed by any of the central govt. departments / organizations / central PSUs in the past.
V. Bidder is expected to examine all instructions, forms, terms, specifications, and other information in the bidding documents. Failure to furnish all information required by the bidding document or to submit a bid not substantially responsive to the bidding documents in every respect will be at bidder’s risk and may result in the rejection of Bid.

C. Scope of work:-
   a) Annual Maintenance Contract for Emerson Brand UPS installed in server room at ground floor of the office building of Quality Council of India (Board NABL). As per above specifications & features. The Batteries & transformers of UPS are not covered under This CAMC. All other parts are covered under this CAMC.
   b) Three Preventive maintenance visits (each after 4 months) are necessary to ensure proper functioning of Equipment.
   c) In case of fault, maximum down time acceptable is 24 Hrs (One working day) the repairs be conducted within this period.

1. The rates must be quoted clearly indicating GST rates and amount applicable.
2. EMD/BID SECURITY Amounting to Rs. 2,000/- (Rs. Two Thousand only) submitted will be returned within 30 days of opening of the tender to all the unsuccessful bidders. No interest will be paid on this amount. EMD of successful bidder will be retained & adjusted against Performance Security as mentioned below.
3. OEM is exempted from submission of EMD other exemptions are as under:-
   (a) Micro and Small Enterprises if registered with any government bodies specified by Ministry of Micro, Small & Medium Enterprises (MoMSME) with valid certificate duly issued by GOI are exempted from submitting the earnest money deposit (EMD).
   (b) Other Firms, registered with MSME / NSIC with valid certificate duly issued by GOI are also exempted from submitting EMD. No other type of certificate is acceptable.
   (c) The exemption and relaxation in EMD is subject to the validity & acceptance of their registration certificate on the date of opening of tender.

4. The successful bidder to (whom the CAMC is awarded) shall furnish a performance security to the tune of 10% of the value of the contract in the form of account payee demand draft or bank guarantee which should be valid for a period of 60 days beyond the completion of all contractual obligations of the applicant including warranty. Performance security/EMD shall be forfeited and credited to QCI/ NABL account in the event of breach of contractual obligation by the applicant.
5. All the compliance certifications, work experience & list of satisfied clients are to be supplied along with bid for equipment.

6. In case you intend to inspect the site for installation or to seek any clarification, please Contact Sh Arun Sharma – Tel No. 0124-4679784 (between 10.00 am to 4.30 pm on working days – Monday to Friday).
7. The payment will be released in two equal installments: - 45% after award of AMC (Contract) & balance 45% after 6 months of successful execution of contract against submission of proper invoice from the supplier. 10% contract amount will be retained as Performance Security and will be released after 60 days of the completion of all contractual obligations.
8. The contract will come into force as per Period & Terms of Letter of Intent for a period of One Year Only. The contract may be further extended as per decision of QCI/NABL and informed in advance before the expiry date otherwise it will be terminated automatically after a period of One Year as mentioned above.
9. Settlement of Dispute and Jurisdiction:
   9.1. Any dispute and or differences arising out of above or relating to this Contract shall be resolved amicably between Quality Council of India (Board NABL) and contractor within a period of 30 days from the date of occurrence of the dispute and if the same could not be resolved within the said period, then the dispute will be referred to sole arbitrator to be appointed by CEO, NABL as per the Arbitration and Conciliation Act, 1996.
   9.2. Both parties agree to subject all legal matters pertaining to this Contract to Local Gurgaon Jurisdiction only.
10. All rights towards above terms & conditions are reserved by NABL.

Thanking you,
Yours faithfully,

Signed/-
Vikas Kumar Jaiswal
Dy. Dir. (H.R.& A.)

Declarraion by the bidder:-
The above mentioned terms & conditions are accepted by us.

Bidders Signature & Seal