

TELECOM REGULATORY AUTHORITY OF INDIA

*Mahanagar Doorsanchar Bhawan, J.L. Nehru Marg,
Old Minto Road, New Delhi - 110002*

PART 1

Dated: 10th January, 2013

To

Sub: Limited Tender Enquiry for Comprehensive Annual Maintenance of Uninterrupted Power Supply (UPSs) (APC and Pegasus make) installed at the office of Telecom Regulatory Authority of India (TRAI), New Delhi.

1. Telecom Regulatory Authority of India (hereinafter referred to as TRAI) is inviting sealed bids for ‘Comprehensive Annual Maintenance of Uninterrupted Power Supply (herein after referred to as the UPSs) of APC and Pegasus make installed at TRAI’s Office at Mahanagar Door Sanchar Bhawan, (Old Minto Road), Jawaharlal Nehru Marg, New Delhi 110002, as per commercial details mentioned in **Parts 1, 2 and 3** and **Annexure A to E** for a **period of one year** which may be extended by TRAI by a further period of a quarter of a year and a maximum period of four quarters.
2. The Bidders may submit their **offer strictly in accordance with the formats prescribed hereunder** (i.e. in Parts 1,2 and 3 and Annexure A to E) ONLY.
3. The Bidders shall accept all technical / commercial terms & conditions mentioned in the Bid Documents.
4. TRAI reserves the right to reject any or all the offers without assigning any reasons thereof. The “Technical Bid” shall contain, company details and compliance statement of terms and conditions (in formats i.e. Parts 1,2 and 3 and Annexure A to E).
5. The “Earnest Money Deposit (EMD)”, “Technical Bid” and “Financial Bid” should be sealed in separate envelopes superscribed as “EMD”, “Technical Bid” and “Financial Bid”, as applicable and as specified in Part 2.
6. EMD, Technical Bid and Financial Bid separately sealed in cover and marked as per instruction 5, shall be put in a bigger cover and sealed. The sealed bids duly filled in and complete in all respects shall be addressed to:-

Senior Research Officer (IT)
Telecom Regulatory Authority of India
5th Floor, Mahanagar Doorsanchar Bhawan
Old Minto Road, J.L. Nehru Marg, New Delhi – 110002.

6.1 The sealed bid, if sent by post, should reach at the address given above by **15:00 hrs on 31.01.2013** or be submitted in person latest by 15:00 hrs on 31.01.2013 at the Reception Office of TRAI at the said address and an acknowledgement for submission of the same may be taken. The bid should be complete in all respect. TRAI shall not be responsible for any postal delay and will not entertain the bids received after due date and time mentioned above.

7. The Technical Bid shall be evaluated by a committee. The financial bids of the bidders who qualified in evaluation of Technical Bid shall be opened.

7.1 The date, time and venue of opening of Financial bids shall be communicated separately to the bidders who qualify in the Technical Bid.

8. The bidder quoting the lowest price will be declared L1 for the purpose of awarding the work order.

9. **EARNEST MONEY DEPOSIT**

9.1 The Bidders are required to furnish Earnest Money Deposit (EMD) along with their offer. The EMD, in the form of Demand Draft/Pay Order drawn on any Nationalized Bank favouring Telecom Regulatory Authority of India, New Delhi, payable at New Delhi for Rs 7,000/- (Rs. Seven Thousand only), shall be submitted along with the Bid. *The EMD amount deposited will be valid for a period of six months from the last date of submission of bid.*

9.2 The EMD of the bidder shall be forfeited, if the bidder furnishes any wrong information, misleads TRAI during the course of evaluation of the bid by providing false or misleading information. EMD shall also be forfeited, if the bidder does not accept the offer on being asked to do so.

9.3 The EMD of the unsuccessful Bidders shall be released only after the selection of the successful bidder or six months from the last date of submission of bid, whichever is earlier. The EMD of the successful bidder shall be released after signing of the agreement and receipt of the Performance Bank Guarantee.

NOTE: PLEASE NOTE THAT OFFERS NOT ACCOMPANIED BY THE REQUIRED EMD ARE LIABLE TO BE SUMMARILY REJECTED.

10. It is the **responsibility of bidders to read all terms and conditions of this tender carefully before submitting their bid.** Incomplete tender documents or bids not in accordance with the terms and conditions of tender document shall be rejected. TRAI reserves the right to split or reject any or all the bids without assigning any reason.

11. Any **vagueness or incomplete details in the offer shall make it liable to be rejected** as such **shortcomings in the offer shall be interpreted as incompetence and disinterest on the part of the bidder to meet tender requirements**. In case the bidder is not clear on any aspect of the tender specifications, their representative can meet the undersigned at the office of TRAI, after taking prior appointment, between 10.00 a.m to 4.00 p.m. on any working day (except Saturdays/Sundays/holidays) before the last date of submission of bid to get necessary clarification.
12. TRAI is NOT bound to accept the lowest bid. TRAI reserves the right to place order for a part of the quantity offered. The unit rates shall be valid for any such part order.
13. Bids are being invited for annual maintenance contract (AMC) for UPS systems (APC and Pegasus make). The scope of work under the AMC and the list of UPSs presently installed at TRAI premises are placed at **Annexure ‘C’** and **‘D’**, respectively.
14. The tender document consists of total **20** pages including the covering letter and Checklist.

Senior Research Officer (IT)
Telecom Regulatory Authority of India
Mahanagar Doorsanchar Bhawan
J.L. Nehru Marg, (Old Minto Road)
New Delhi - 110002
Tel.: 23213223

INSTRUCTIONS TO BIDDER

Tenders for the comprehensive Annual Maintenance Contract (AMC) of UPSs installed at the office of TRAI located at Mahanagar Doorsanchar Bhawan, J.L.Nehru Marg, New Delhi.

1. Offers on original printed sheets of company's letter head will only be considered. Offers submitted by fax or in any manner other than specified above shall not be considered. The bids shall exactly be according to the prescribed formats. Modifications or rewording of formats shall not be acceptable.
2. The bid in respect of the indicated items shall be submitted under three-bid system: (i) EMD, (ii) Technical Bid and (iii) Financial Bid in each separate sealed covers superscribed accordingly. The three envelopes shall be put in one bigger envelope and sealed. All sealed bids must be addressed to:-

Senior Research Officer (IT)
Telecom Regulatory Authority of India
5th Floor, Mahanagar Doorsanchar Bhawan
Old Minto Road, J.L. Nehru Marg,
(Next to Zakir Husain College), New Delhi – 110002.

2.1 Qualifying Criteria:

- (i) Bidder shall accept all the Terms and Conditions and sign **Part-1, Part-2 and Part-3 and Annexures from A to E** of tender document.
- (ii) The annual turnover of the Bidder shall not be less than Rs. 30 lakhs (Rupees thirty lakhs) in the preceding financial year. Turnover certificate from Chartered Accountant *or Sales TAX return issued by the Sales Tax Authorities or Annual Financial Statement* shall be enclosed.
- (iii) The bidder shall have presence in the National Capital Region (NCR) and be registered with Delhi Sales Tax Department and should have Income Tax PAN Card Number and TIN.
- (iv) The firm should be registered under the relevant law of India and should be in existence for over 6 (six) years in the trade.
- (v) The bidder shall have at least three years' experience (of which atleast one year experience should be with Government Organizations/PSUs in the recent past) of doing maintenance of UPSs. The bidder shall provide the list of its customers (present and past).
- (vi) *The bidder shall enclose testimonials in support of experience mentioned in the preceding para.*
- (vii) The bidder shall furnish latest Tax Clearance Certificate and/or TAN of VAT.
- (viii) The firm shall have adequate physical infrastructure based at Delhi to support AMC project, such as in-house test and repair centre. Such in-house test and repair Centre may be inspected by TRAI as and when required.

2.2 **Earnest Money Deposit:**

EMD in the form of Demand Draft/Pay Order for Rs. 7,000/- (Rupees Seven Thousand only) drawn on any Nationalized Bank favouring the ‘Telecom Regulatory Authority of India’ payable at New Delhi, shall be submitted in a sealed envelope superscribed as ‘EMD for Annual Maintenance Contract for UPSs at Telecom Regulatory Authority of India (TRAI), New Delhi’, without which the bid shall be summarily rejected. The EMD amount deposited shall be valid for a period of six months from the last date of submission of bid.

2.3. **Technical Bid:**

The Technical Bid should be in a sealed envelope superscribed as “Technical Bid for Annual Maintenance Contract for UPSs installed at the office of Telecom Regulatory Authority of India (TRAI), New Delhi”.

The Technical Bid must contain:

- 2.3.1 Undertaking from the Bidder - as per format given in **Annexure ‘A’**.
- 2.3.2 Compliance of Terms and Conditions – as per format given in **Annexure ‘B’**.
- 2.3.3 Annual financial statements viz. Balance Sheet, Profit & Loss Account together with Income-tax Return of the company for the last three years.
- 2.3.4 Income Tax PAN Card Number and TIN.
- 2.3.5 Copy of Service Tax registration Certificate *or Declaration by the vendor on Service Tax Exemption*.
- 2.3.6 Details of past three year’s experience of providing the maintenance of UPSs. Bidders shall enclose list of customers, their contact numbers, addresses, etc. (present and past).
- 2.3.7 The offices where such jobs have been performed by the firm and their names with period, along with documents supporting the same.
- 2.3.8 Latest performance certificates from three agencies out of which at least one from Govt. organization / PSU.
- 2.3.9 **Signed copies** of Part-1, Part-2 and Part-3 of the tender and **Annexures ‘A to E’**.

2.4 **Financial Bid:**

The Financial Bid should be in a sealed envelope superscribed as “Financial Bid for Annual Maintenance Contract for UPSs installed at the office of Telecom Regulatory Authority of India (TRAI), New Delhi”.

- 2.4.1. The Financial Bid shall contain **nothing but prices** as per the *format* enclosed as **Annexure ‘E’**. The bidders are advised to use the prescribed format only (Annexure-E), otherwise, the Financial Bid will be summarily rejected.
- 2.4.2. In no case any terms and conditions or technical deviations or any other amendment shall be included in the Financial Bid. **Any additional options, terms, etc. shall be ignored** while evaluating the Financial Bid.
- 2.4.3. The three sealed envelopes containing the EMD, Technical Bid and Financial Bid should be put in **one envelope** duly sealed and superscribed as ‘Tender enquiry for Annual Maintenance Contract for UPSs installed at the office of Telecom Regulatory Authority of India (TRAI), New Delhi’. This envelope should be addressed to:-

Senior Research Officer (IT)
Telecom Regulatory Authority of India
5th Floor, Mahanagar Doorsanchar Bhawan
Old Minto Road, J.L. Nehru Marg,
(Next to Zakir Husain College), New Delhi – 110002.

- 2.4.4 No bid shall be accepted after last date and time. **Bids received after last date and time shall be summarily rejected.**
- 2.4.5. The Technical Bids will, as far as possible, be opened at 16:00 hrs. on the same day (*i.e. the last date for tender submission*) in TRAI Office at Mahanagar Doorsanchar Bhawan, Old Minto Road, J.L. Nehru Marg, Next to Zakir Husain College, New Delhi – 110002.
- 2.4.6 Financial Bids of only Bidders who qualify in technical evaluation shall be opened.
- 2.4.7. The successful bidder will be required to start the work immediately after award of the contract and shall enter into a performance contract agreement with TRAI. The contract that may eventuate from the tender document shall be governed by the conditions detailed in the contract.
- 2.4.8. All documentations are required to be in English.
- 2.4.9 Bid should be filled with neat legible and correct entries. Indistinct figures, erasures and **alterations are not permitted** in the bid.
- 2.4.10 Failure to comply with these conditions will render the bid void. Please cross out any mistakes and re-write the same and countersign.
- 2.4.11 Incomplete bids, amendments and additions to tender terms and conditions after opening and late bids are liable to be ignored.
- 2.4.12 In the event of space in any particular schedule being insufficient for the required purpose, additional pages may be added. All such additional pages in each schedule must be numbered consecutively and duly signed (with full signature on each page) by the bidder. In such cases, reference to the additional pages must be made at appropriate places.
- 2.4.13 Cost involved in submitting the bids, attending the tender opening meeting, arrangements for the demonstration /presentation, etc. shall be borne by the bidder.

TERMS AND CONDITIONS

1. VALIDITY OF THE OFFER

The offer shall initially be valid for three months from the last date of submission of bids and it can be further extended for a period of three months at the discretion of TRAI.

2. SERVICE AND SUPPORT

2.1 The bidder shall make available the qualified UPS Maintenance Engineer as and when required by TRAI and ensure smooth running of UPSs on **24 x7 x 365** basis. The bidder shall attend the complaint within two hours of lodging the complaint and shall rectify on same day. A similar capacity of standby UPS should be placed before removing the faulty UPS. If, after awarding of contract, the bidder fails to provide support as per satisfaction of TRAI, penalty clause will be invoked.

2.2 **Comprehensive maintenance:** The rates quoted shall cover the replacement of the faulty parts, maintenance of UPS system, and any other work which may be assigned by TRAI under the Scope of Work at **Annexure 'C'**.

3. MAINTENANCE

3.1 The bidder shall attend complaints with prior approval of Sr. Research Officer (IT) as and when the services are required during office hours and in case of emergency beyond office hours or also on Saturday, Sunday and holidays, without any extra remuneration.

3.2 The bidder shall fulfill all the responsibilities as per the tender document including liasoning for troubleshooting and maintenance of UPS components. The AMC shall be comprehensive.

3.3 Preventive maintenance of all the items covered under AMC of all the UPSs (List as per **Annexure-D**) would be carried out on **Monthly basis**. A Preventive Maintenance Report from the user would be submitted to IT Section of TRAI, failing which an appropriate penalty would be imposed.

4. RESPONSIBILITIES OF THE BIDDER

The bidder shall be responsible for the following activities, namely:-

4.1 Total UPS maintenance including repair and replacement of faulty parts (Please refer items mentioned in **Annexure-D**).

4.2. Monthly Preventive Maintenance of UPS and battery banks etc., as per **Annexure 'D'** and submission of report thereof. **The bill for a quarter will be paid only after the bidder submits preventive maintenance report to the satisfaction of TRAI.**

4.3.1 Re-installation of UPS systems within TRAI premises, as and when required by TRAI.

4.4 UPS Maintenance:

- (a) The bidder shall be responsible for the proper operations and upkeep of UPS and UPS Batteries .
- (b) The bidder shall be responsible for Troubleshooting user terminals of UPS related problems.
- (c) The bidder shall be responsible for laying additional or alternative cabling between UPS power-points and individual user seats for upkeep of UPS and electrical switch boards or points. *The requisite material will, however, be provided by TRAI.* The labour charges, if any, shall be borne by the bidder.
- (d) The bidder shall not remove any parts from the equipments or the equipment without prior permission of the Section Officer (IT).
- (e) Any other work as may be assigned by TRAI with respect to UPS Maintenance.

4.5 Regular cleaning of all UPS systems and its battery banks, as per requirement of TRAI .

4.6 Shifting and re-installation of UPS systems or battery banks, within TRAI premises, as and when required by TRAI *shall be done by the contractor free of cost. In case of shifting of TRAI premises, the contractor shall provide all services related to dismantling and installation of UPSs from old premises to new premises at no charge to TRAI. However, transportation and labour charges for shifting of UPSs system from one premise to the another, shall be borne by TRAI*

5. PARTS REPLACEMENT

5.1 The bidder shall replace all faulty parts that need replacement by parts from the Original Equipment Manufacturer (OEM). If any part from Original Equipment Manufacturer (OEM) is not available, it shall be replaced by a part which is of the same or higher specifications by the bidder at his own cost after obtaining permission from TRAI.

6. FAULT REPAIR AND UP-TIME

6.1 The bidder shall ensure an average uptime of minimum 98% for the entire equipments in a particular quarter. For any non-compliance of this requirement, the bidder shall be liable for payment of penalty at the rate of zero point two per cent (0.2%) of the contractual value per hour upto a maximum limit of ten per cent (10) of the contract amount. If the bidder fails to rectify the faults of the system, even after the maximum limit of penalty of ten per cent of the contract amount is exceeded, TRAI, at its discretion, may terminate the contract and get faults rectified or the faulty parts replaced through a third party and recover the cost of such repair or cost of replacement of the faulty parts and other expenses, if any, incurred by it for getting the faults rectified from the bidder either from the pending bills of the bidder or by encashment of the bank guarantee / security deposits, as the case may be. All additional resources required by the bidder to meet uptime shall be provided without any additional cost to TRAI.

- 6.2 The fault reported shall be attended immediately by the service engineers of the bidder. The repairs shall be carried out on-site itself. However, in case the UPS is required to be taken to the workshop of the bidder, a prior approval of TRAI shall be required. The bidder shall provide a stand-by equipment of equivalent brand and capacity of any branded UPS in place of the faulty UPS, in complete working order, till such repair are carried out.
- 6.3 The successful bidder will keep at least 1x20 KVA, 1x10 KVA and 1x5 KVA identical UPS systems as stand by to meet any emergent situations.
- 6.4 All faults booked shall be attended within two hours of lodging of the complaints. Minor faults shall be repaired on same day with temporary load diversion arrangement.
- 6.5 In case of major fault, the successful bidder shall to repair it onsite within three days of lodging of the complaint, with provision of standby UPS of similar capacity on the same day, and if, the UPS is required to be taken out of TRAI premises for repair by the bidder, the repair should be done within one week.

7. PENALTY

- 7.1 In case, the bidder fails to rectify the fault within the time mentioned in para 7.4 and 7.5, penalty shall be imposed on the bidder at the rate mentioned in para 8.3 of this tender document and such penalty shall start from the very day on which the complaint lodged.
- 7.2 A fault will be treated as rectified if and only if a satisfactory report from the user on the date of rectification is received. At the end of every month, the bidder shall produce records of all faults booked and rectified for verification and signature of IT in-charge in TRAI's office.
- 7.3 Rates of Penalty-

- Breakdown of UPS	Rs. 200/- per hour (Maximum penalty shall be rupees two thousand per day per item)
Failure to provide Standby UPS	Rs. 700 per day

- 7.4 Breakdown period shall include Saturday, Sundays and Holidays also.
- 7.5 In case, the bidder fails to adhere to the preventive maintenance schedule of items mentioned in **Annexure-D** during any particular quarter, a penalty of 10% of the amount payable for that quarter for that particular item shall be recovered from the unpaid or subsequent bill.
- 7.6 When the fault persist upto one week and no identical stand-by is provided, TRAI shall be at liberty to get the same repaired from any outside agency and recover the cost of such repair from bidder from the AMC bills or Bank Guarantee. If identical stand-by is provided and the equipment has been taken for repair out of TRAI premises by the bidder but the equipment has not been repaired upto two weeks, the bidder shall return the equipment to TRAI and TRAI will be at liberty to get the same repaired from any outside agency and recover the cost of such repair from the amount payable to the successful bidder or Bank Guarantee.

- 7.7 TRAI shall not be required to issue any notice to the bidder for either the timely repair of such items or for making recoveries of such costs of repair done through such outside agency or agencies.

8. POWER OF ATTORNEY/AUTHORIZATION

The bidder shall provide the power of attorney or valid authorization, as the case may be, to the person who signs the tender on behalf of the bidder.

9. PRICES

The bidder shall quote the rates in figures as well as in words. The amount must be filled in the respective columns in the schedule (**Annexure 'E'**). The figures should be clearly written and there should be no overwriting. In case of any difference in the two amounts, the amount mentioned in words shall be considered final. The bid amount will be calculated by multiplying the rate per UPS system quoted by the bidder by the number of UPSs of each type and then adding up. Further the bidders are advised to quote price before Tax, percentage of Taxes and Price including tax, separately.

- 9.1 **Bid Evaluation criteria:** The bid amount “inclusive of all taxes, if any” shall be taken into account for selecting the L1 bidder.
- 9.2 Taxes will be on actual, any decrease or increase in the taxes will be passed on to TRAI.

10. PAYMENT TERMS

- 10.1 After the end of every quarter, the contractor shall submit a report for the work executed during the quarter. The payment will be made on quarterly basis, i.e., 25% of the annual charges for each completed quarter, subject to the completion of work to the satisfaction of TRAI and only after the verification of bills complete in all respects and after deducting the amount of penalty if any, imposed as detailed in para 7.1 and 8.3 and any amount recoverable by TRAI under the contract. ***If the work has not been performed to the satisfaction of TRAI, payments will not be made till the remedial measures are taken.***
- 10.2 Due to administrative reasons, any UPS system can be withdrawn from the contract by TRAI. In such cases, payment for those items will be made to the bidder upto the period the same was kept under AMC.

11. PERIOD OF CONTRACT

- 11.1 The initial contract shall be valid for a period of one year subject to satisfactory fulfillment of the obligations under the contract. TRAI may, at its discretion renew/extend the contract on the same terms and conditions on quarterly basis, for a period maximum upto four quarters.

12. PERFORMANCE BANK GUARANTEE

- 12.1 The successful bidder is required to submit a Performance Bank Guarantee from a Nationalized Bank in favour of the Telecom Regulatory Authority of India, New Delhi in prescribed format for an amount equal to ten per cent. (10%) of the contract value, valid for a period of fifteen months (15 months) from the date of order.
- 12.2. The Performance Bank Guarantee (PBG) shall be submitted within 15 (fifteen) days of release of the Order. In case the PBG is not received within this period, TRAI reserves the right to cancel the order and forfeit the EMD.

13. SPARES AND TOOLS

- 13.1 The bidder shall keep tools to facilitate uninterrupted working condition of the UPS equipments under lock and key in the space to be provided by TRAI for day-to-day maintenance activity.

14. SIGNING OF TENDER

- 14.1 The individual signing the tender (or the documents in connection with it) must specify whether he/she is signing as:
- (a) a sole proprietor of the firm, or a constituted attorney of such a proprietor; or
 - (b) a partner of the firm, if it be a partnership, in which case he must have the authority to refer to arbitration, disputes if any, concerning the business of the partnership, either by virtue of the partnership agreement or by virtue of a power of attorney; or
 - (c) an authorized signatory of the company, if it is a company (a valid letter of authority in this respect must be enclosed along with the bid).
- 14.2 A person signing the tender form or any part thereof, on behalf of another, shall be deemed to warrant that he has the authority to bind the other and if, on inquiry, it appears that the person so signing has no authority to do so, TRAI may without prejudice to other civil and criminal remedies available to it under the law, cancel the contract and hold the signatory liable for all costs and damages.
- 14.3 ***Each and every page of the tender document shall be signed and stamped for the purpose of tender offer.***

15. RESULTS OF THE TENDER

- 15.1 Acceptance of the tender will be communicated by TRAI through fax or courier in the form of Letter of Intent (*LoI*) to the successful bidder. The successful bidder shall give the acceptance of *LoI* in writing to TRAI within seven (7) days from the date of issue of the *LoI*. Failing this, TRAI reserves the right to cancel the *LoI* and place the order on the next eligible bidder.

16. TERMINATION CLAUSE

- 16.1 TRAI reserves the right to terminate the contract by giving one month's advance notice to the bidder without assigning any reason. If during the validity period of the contract, the services of the bidder are not found to be satisfactory, TRAI may, at any time, terminate the contract by giving a notice of one month and also make deductions, for such unsatisfactory service as per the relevant penalty clauses of the agreement including the cost incurred by it for getting the work done from any other party, from the bills of the bidder or from the performance bank guarantee without prejudice to remedies available to TRAI under law.

17. ARBITRATION

- 17.1 In the event of any dispute arising between TRAI and the bidder, the matter shall be referred to the Advisor (TD), TRAI, who may himself act as sole arbitrator or may name an officer of TRAI as sole arbitrator notwithstanding the fact that such officer has been directly or indirectly associated with the tender process or the contract between the parties. The bidder shall not be entitled to raise any objection to the appointment of such officer of TRAI as the sole arbitrator. The award of the arbitrator shall be final and binding on both the parties, subject to the provisions of the Arbitration and Conciliation Act, 1996 and rules made there under, for the time being in force. The arbitration proceedings shall be held at New Delhi. The language of arbitration shall be English.

18. JURISDICTION

- 18.1 In case any party wants to take any dispute to a court of law after arbitration award as aforesaid, only courts in Delhi/New Delhi shall have jurisdiction.

19. CONFIDENTIALITY

The Contractor shall maintain absolute confidentiality about all data/information etc., made known or revealed to the Contractor or such data, information, etc., to which the Contractor or its employees have access during the course of execution of this agreement. The Contractor shall be liable to fully compensate for any breach of this condition on the part of its employees. The decision of TRAI as to the quantum of compensation to be recovered from the Contractor for any such breach of confidentiality shall be final and binding on the Contractor and the recovery of such compensation shall be without prejudice to any action which may be taken by TRAI against the Contractor and / or his employees jointly or severally, in accordance with law. If, during the contract period, if TRAI has reasons to believe that the Contractor has failed to maintain absolute confidentiality about the data or information made known to the Contractor or revealed to the Contractor during the course of execution of this agreement, without prejudice to the other legal remedies available to TRAI under any other law for the time being in force for such breach, TRAI reserves the right to

terminate the agreement without giving any advance notice to the Contractor of such termination.

UNDERTAKING FROM THE BIDDER

Name and Address of the Company:

We hereby accept all terms and conditions (tender document as a whole) mentioned in 'Tender enquiry for Comprehensive Annual Maintenance Contract for Uninterrupted Power Supply systems (UPS) installed at the office of Telecom Regulatory Authority of India at Mahanagar Doorsanchar Bhavan, Old Minto Road, J.L. Nehru Marg, New Delhi – 110002'.

(Authorized Signatory)
(Company Seal)

Date: _____

Compliance Statement

No.	Description	Accepted (Yes/No)
1.	Validity of the offer: three months	
2.	Whether Tender Document signed with company seal on all pages (Part 1, 2, 3 and 'Annexures A to E')	
3.	<i>Responsibilities:</i>	
(a)	Total UPS and Batteries maintenance as per the enclosed schedule (Please refer items mentioned in Annexure-D)	
(b)	Scope of Work (Annexure-C)	

SCOPE OF WORK

- (1) The bidder shall attend complaints for rectification of faults /troubleshooting and maintenance of UPS components as and when the services are required during office hours. In case of emergency beyond office hours or also on Saturday, Sunday and holidays, the bidder shall attend complaints without any extra remuneration.
- (2) The bidder shall provide assistance required by TRAI of the complaint with customer care unit of the supplier of UPS.
- (3) In case of non-completion or delay in completion of the work or non-removal of defects in time, TRAI shall be free to appoint another agency to get the job done at the Contractor's risk and cost.
- (4) TRAI will provide full and free access to the equipments and to the representatives of the Contractor for the performance of this agreement.
- (5) The Contractor shall provide comprehensive maintenance services for TRAI's UPSs on around the clock basis throughout the year including Saturdays, Sundays and public holidays.
- (6) The engineer/executive of the Contractor will carry an Identity Card and proper authorization from the Contractor, whenever he attends TRAI office for maintenance work etc.
- (7) In case of any loss arising to the property of TRAI due to fire/short circuit in the UPSs or its batteries, due to any commission or omission on the part of the Contractor or its employees, etc., or attributable to any negligence on the part of the Contractor or its employees, etc., the Contractor shall be liable to indemnify the loss to the property of TRAI and the decision of TRAI as to the quantification of such loss shall be final and binding on the Contractor.
- (8) The Contractor shall be responsible for Hardware maintenance which includes repair / replacement of all the parts/items of UPS systems in totality.
- (9) The bidder shall be responsible for laying additional or alternative cabling between UPS power-points and individual user seats for upkeep of UPS and electrical switch boards or points. *The requisite material will, however, be provided by TRAI.* The labour charges, if any, shall be borne by the bidder.
- (10) The bidder shall prepare and regular update wiring diagram with respect to the UPS and UPS to the end user points.
- (11) The bidder shall maintain UPS room in neat and tidy condition with proper cable work so that there is no loose wire, cable lying on the floor.

- (12) The bidder shall provide all services relating to installation/operation of new/additional UPS systems and also the maintenance and operation of lines between UPS and individual user sitting points.
- (13) During contract period, the contractor shall arrange for preventive maintenance on monthly basis as well as on the call basis whenever it is required. Also the contractor has to ensure that the UPS is always connected properly to the mains, battery and load as per best practices. This includes cleaning of dust from the UPS systems and its battery banks as mentioned in **Annexure-D**. The contractor shall maintain a log sheet for every unit containing details of visit, preventive maintenance taken, problems attended, UPS status etc and shall be got signed by the IT in-charge, TRAI. The contractor is also required to visit TRAI regularly at least once in a week as a part of preventive maintenance of UPS systems.
- (14) In case of shifting of UPS systems from one place to another and in the event of shifting of the office premises of TRAI from the present location, the contractor shall be responsible for re-installation of UPS, laying cable/wiring, UPS electrical points, etc. in such new place or new premises, as the case may be, without any additional payment by TRAI.
- (15) The bidder shall be responsible for checking of earthing periodically and a report on this regard is to be maintained by him.
- (16) The bidder shall provide UPS electrical points as and when required by TRAI.
- (17) Further if, due to any administrative reasons, a UPS item is withdrawn by TRAI from the list of items specified under Annexure D, no payment will be made to the contractor for that item from the date of withdrawal of such item from the scope of the AMC.
- (18) The bidder shall attend complaints with prior approval of Section Officer (IT) as and when the services are required during office hours and in case of emergency beyond office hours or also on Saturday, Sunday and holidays, without any extra remuneration.
- (19) The bidder shall fulfill all the responsibilities as per the tender document including liasoning for troubleshooting & maintenance of UPS components. The AMC shall be comprehensive.

- (20) Preventive maintenance of all the items covered under AMC of all the UPSs (List as per **Annexure-D**) would be carried out on **Monthly basis**. A Preventive Maintenance Report from the user would be submitted to I.T. Section of TRAI, failing which an appropriate penalty would be imposed.

We hereby declare that we have fully understood the above stated Scope of Work in letter and spirit

Authorised Signatory(ies)

(Name with Designation..... Place & Date)

Seal of the company

List of UPS Systems

S.No.	Details of UPS		Details of Batteries			
	UPS Make	Date of Installation	Make	Capacity	Date of Purchase	Qty.
1	20 KVA Pegasus (3 Phase IN & Single Phase OUT)	20.10.2008	BASE	12 V 100 AH	20.10.2008	33
2	20 KVA Pegasus (3 Phase IN & Single Phase OUT)	20.09.2009	Quanta (Amar Raja)	12 V 100 AH	20.09.2009	33
3	20 KVA Pegasus (3 Phase IN & Single Phase OUT)	18.09.2010	Quanta (Amar Raja)	12 V 100 AH	18.09.2010	32
4	20 KVA Pegasus (3 Phase IN & Single Phase OUT)	18.09.2010	Quanta (Amar Raja)	12 V 100 AH	18.09.2010	32
5	10 KVA - APC	January'07	BASE	12V/65 AH	31.03.2010	32
6	10 KVA - APC	January'07	Quanta (Amar Raja)	12V/65 AH	31.03.2010	32
7	10 KVA - APC	January'07	Quanta (Amar Raja)	12V/65 AH	15.02.2010	32
8	10 KVA Pegasus (3 Phase IN & Single Phase OUT)	01.12.2009	Quanta (Amar Raja)	12 V 65 AH	30.11.2009	33
9	10 KVA Pegasus (3 Phase IN & Single Phase OUT)	15.01.2010	BASE	12 V 65 AH	12.01.2010	33
10	10 KVA - APC	31.10.2005	Quanta (Amar Raja)	12V/65 AH	27.06.2010	32
11	5 KVA - APC	31.10.2005	BASE	12V/65 AH	15.02.2010	32
12	Two - 1 KVA UPS	2009	--	--	--	--

FINANCIAL BID

(This Annexure is to be submitted in Financial bid in a separate sealed envelope)

A) Details of UPS Systems to be awarded for Annual Maintenance Contract

S.No.	Description	Quantity	Price per unit/ per year	Total (Amount)
1.	20 KVA Pegasus Make UPS	04		
2.	10 KVA APC Make UPS	04		
3.	10 KVA Pegasus Make UPS	02		
4.	5 KVA APC Make UPS	01		
5.	1 KVA UPS	02		
	Total (A)	13		

B) Total of A (before tax) Rs. _____

(C) Taxes, if any (rate of tax _____%)

(D) Grand Total (including taxes) Rs. _____

(E) Rupees in words (Rupees Only)

Note :

- Any UPS system can be withdrawn from AMC (due to administrative reasons) at any time and payment be made only for the part period till such withdrawal
- The Financial Bid shall contain **nothing else but Prices** only
- Bidders are requested to ensure that after quoting the price, this Annexure is duly signed with company seal. **Financial bid submitted without signature / company seal will not be accepted /considered.**

Authorized Signatory _____

Company Seal _____

Date _____