



TRANSFORMERS AND ELECTRICALS KERALA LTD
(A JOINT VENTURE OF GOVT. OF KERALA & NTPC LTD)
ANGAMALY SOUTH P.O, ERANAKULAM DIST. - 683 573

NOTICE INVITING TENDERS (NIT)

BID DOCUMENT No. : TELK/C&M/EDP/AMC-UPS/279/2021

We are pleased to invite competitive offline tenders in sealed single cover system for “Comprehensive Annual Maintenance Contract of 3 Nos. of 6 kVA, Emerson make UPS strictly as per the enclosed tender documents mentioned below.

Bid Synopsis

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| 1. Name and Address of Owner | : Transformers and Electricals Kerala Ltd
Angamaly South, Ernakulum Dist,
PIN - 683 573. |
| 2. Name of Project. | : Comprehensive Annual Maintenance Contract of 3 Nos. of
6 kVA, Emerson make UPS, Total Qty.: 3 Nos. |
| 3. Location. | : TELK, Angamaly, |
| 4. Nearest Airport. | : Cochin International Airport, Nedumbassery |
| 5. Accessibility. | : Site is accessible by road, Rail & Air. |
| 6. Contract Period | : Two years from the date of the work order |
| 7. Tender document issuing and receiving authority | : Deputy General Manger(C&M)
TELK, Angamaly South P.O.
PIN- 683573,Ernakulam Dist.
Kerala, India. |
| 8. Tender Fee | : Nil |
| 9. Earnest Money Deposit (EMD) | : Nil |
| 10. Last date and time for Submission of Bids | : 14/01/2022, Time up to 4.00 PM |
| 11. Date and Time of Bid opening | : 15/01/2022, Time at 11.00 AM |





12. Bid Validity : 90 days from the opening date.

13. The following are the tender documents:

- i) ANNEXURE 1 : Special Conditions of Contract to Bid Doc No. TELK/C&M/EDP/AMC-UPS/279/2021.
- ii) ANNEXURE 2 : General Conditions of Contract to Bid Doc No. TELK/C&M/EDP/AMC-UPS/279/2021
- iii) ANNEXURE 3 : Pre-Qualifying Requirements to Bid Doc No. TELK/C&M/EDP/AMC-UPS/279/2021.
- iv) ANNEXURE 4 : Rate schedule to Bid Doc No. TELK/C&M/EDP/AMC-UPS/279/2021

NOTES:

1. The quotations may be submitted either in sealed cover or emailed to : telktenders@gmail.com. The bids emailed to any other email address of TELK are liable to be rejected. A confirmation message confirming participation in the tender may be sent to : contracts@telk.com.
2. All tender documents (NIT, Annexure - 1, 2, 3) shall also be submitted along with the Bid with signature and stamp of the vendor as a token of its acceptance.
3. The bids received will be subjected to techno-commercial evaluation by TELK and only qualified bidders will be considered for the contract.
4. The existing contractor of TELK for the subject contract with satisfactory performance rating for quality, delivery and service will automatically qualify for the contract

Thanking you,

Yours Faithfully,
For Transformers and Electricals Ltd Kerala



KALA L.
DEPUTY GENERAL MANAGER (C&M)

Angamaly,
03/01/2022

SPECIAL CONDITIONS OF CONTRACT

1. Qualifying Criteria :

- a. The party/bidder shall be an authorized dealer / manufacturer / service provider for not less than 6KVA capacity of UPS. The documents of authorization should be submitted along with tender.
- b. Party/bidder must have successfully completed at least 3 similar AMC contracts from previous 36 months prior to tender opening. Work Orders for AMC are to be submitted. Proof of satisfactory AMC's for at least 2 customers also to be submitted.

2. Scope of Work :

The maintenance is of comprehensive type. That is, all parts related to UPS excluding battery is under the scope of party/bidder. The AMC includes preventive maintenance, quarterly regular services and replacement of defective spares with original spares or spares of equivalent specification.

3. Duration of agreement :

The contract period will be for two years from **01.03.2022 to 28.02.2024**.

However, if the service provided is found unsatisfactory or the performance of the services is not up to mark, the contract will be terminated as per termination of contract clause mentioned below.

4. If required, the representative of the contractor may inspect the UPS and Batteries on any working day before they submit their rates for the AMC.
5. The Contractor is required to undertake the maintenance/repair of the UPS at the works of M/s. Transformers and Electricals Kerala LTD (TELK), Angamally South, Ernakulum District.

6. Payment Terms :

- a) No advance will be paid.
 - b) Quarterly payment on completion of each quarter.
 - c) All taxes must be clearly mentioned in commercial bid.
 - d) No escalation of price for services will be entertained later in any case.
 - e) The penalty days accruing in the concerned quarter will be taken into account and adjusted while making the quarterly payment.
7. Only qualified Engineers fully familiar with the equipment (UPS) shall perform the repair and maintenance services described herein.
 8. The consequential damages and losses arising out of any faulty maintenance/service/repair done will be recovered from the contractor at the time of payment of bills.
 9. The Party/bidder shall maintain a written maintenance & repair log book and shall record therein each incident of the equipment malfunction, date and time of commencement and successful completion of repair work and nature of repair work performed at the Customer's site.

Comprehensive Annual Maintenance Contract of 3 Nos. UPS of 6 kVA, Emerson make. BID DOC. No. TELK/C&M/EDP/AMC-UPS/279/2021	SECTION : SCC	Page 1 of 4
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SPECIAL CONDITIONS OF CONTRACT

10. Break-down and emergency works :

- a. The UPS will be functioning round the clock for 365 days in a year including all holidays and Sundays. The party/bidder shall take care of the UPS system exigencies that may be encountered promptly.
- b. It is the duty of party/bidder to provide 24*7 service and in the event of breakdown it's the duty of party/bidder or parties expert to reach the site at the earliest and should restore the system to normal working conditions ,failing to which a penalty will be imposed on the party/bidder.
- c. Apart from emergency breakdown visits, the expert shall visit TELK at least once in every quarter and proper checkups are to be undertaken.

11. Safety :

- a. It will be the responsibility of the party/bidder to acquaint his staff with all safety regulations as proposed by any statutory authorities. All staff of the party while working on electrical installation & infrastructure should use adequate safety/protection equipment.
- b. The party/bidder shall indemnify TELK against any violation of safety laws, rules and regulations while carrying out operations as required by the contract.
- c. All liabilities, owing to injury/death due to negligence or miscommunication or during discharging regular work of the staff of the party/bidder, will be to the party/bidder and what so ever the work, in any case TELK will not be responsible for any liabilities of injury/death etc. It's the duty of party/bidder to guide the staff regarding safety measures.

12. Tools : Any tools deemed necessary for execution of the work shall be arranged by the contractor.

13. The time taken for attending a reported complaint shall not exceed 16 hours. System down time shall not exceed 24 working hours from the time at which the complaint is registered. If the down time is more than 48 hours, the party shall provide sufficient number of replacement as Standby arrangement immediately, so that the work is not hampered. The packing/unpacking, transportation, loading/unloading, connection/ disconnection, configuration/re-configuration and any associated activity with the repair and maintenance of the equipments shall be the sole responsibility of the party.

14. Penalty Clause :

Penalty shall be imposed due to delay in recovering the system to normal working conditions i.e. the system has to be restored to normal working condition within 48 hours after reporting, failing which, the penalty will be charges @ Rs.250.00 per day beyond the 48 hours provided under clause 13.



<p style="text-align: center;">Comprehensive Annual Maintenance Contract of 3 Nos. UPS of 6 kVA, Emerson make. BID DOC. No. TELK/C&M/EDP/AMC-UPS/279/2021</p>	<p style="text-align: center;">SECTION : SCC</p>	<p style="text-align: center;">Page 2 of 4</p>
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SPECIAL CONDITIONS OF CONTRACT

15. Termination of contract agreement :

- a. In case of repeated failures/unsatisfactory performance on part of party/bidder, it shall be open to TELK to give a notice to the party/bidder for replying for such failures/unsatisfactory performance within 10 days. If TELK is not satisfied with the reply of the party/bidder, the contract can be terminated giving one month notice. In the event of such termination of the contract, TELK shall be entitled to forfeit the security deposit/the performance guarantee.
- b. In the event of unsatisfactory service or any failure at any time on the part of party/bidder to comply with the terms and provisions of this contract to the satisfaction of TELK (who shall be the sole judge and whose decision shall be final), it shall be open to TELK to terminate this contract by giving 30 days notice to the party/bidder. In the event of such termination of the contract, TELK shall be entitled to forfeit the SD/performance guarantee.
- c. TELK will be at liberty to terminate the agreement at any time without assigning any reason and without being liable for any loss or damage which the party/bidder may suffer by reason of such termination, by giving the party/bidder 1 month prior notice in writing of its intention to terminate the agreement. The party/bidder, however, shall have no right to terminate the agreement under any circumstances. If he discontinues the work before expiry of the agreement, TELK will be entitled to get the work done from any other agency and to encashment of the performance bank guarantee.

16. GST & Statutory deductions :

- a) The rate quoted shall be exclusive of GST and applicable GST will be paid extra on producing documentary evidence.
- ii) The contractor shall be a registered person under GST and shall issue B2B invoices for the supply/contract. The contractor shall be regular in filing of GST returns and in case of defaults, the GST will be retained to avoid ITC losses to TELK.
- iii) Statutory deductions like TDS as per section 194C of IT Act 1961 and TDS as per section 51 of GST Act will be deducted at applicable rates. Any other deductions wherever applicable will also be deducted from the bill of the contractor as per applicable rules.

17. Performance Bank Guarantee / Security Deposit :

The security deposit for the contract will be 5% of the total contract value. This can be deposited in any form as mentioned below before the start of the work. The contractor shall enter into a contract agreement with TELK, Angamaly within 15 days of date of award of contract.

- i) Demand Draft drawn in favour of TELK, Angamaly.
- ii) Bank Guarantee in prescribed Format by TELK issued by Scheduled banks.

<p style="text-align: center;">Comprehensive Annual Maintenance Contract of 3 Nos. UPS of 6 kVA, Emerson make. BID DOC. No. TELK/C&M/EDP/AMC-UPS/279/2021</p>	<p style="text-align: center;">SECTION : SCC</p>	<p style="text-align: center;">Page 3 of 4</p>
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SPECIAL CONDITIONS OF CONTRACT

- iii) Fixed Deposit Receipt issued by Scheduled Banks. The FDR shall be in the name of the contractor with lean marked to TELK and duly endorsed by the Bank authority.
- iv) Security deposit will be refunded to the contractor only after successful completion of the contract period and on certification by the Engineer In Charge of the contract.



<p>Comprehensive Annual Maintenance Contract of 3 Nos. UPS of 6 kVA, Emerson make. BID DOC. No. TELK/C&M/EDP/AMC-UPS/279/2021</p>	<p>SECTION : SCC</p>	<p>Page 4 of 4</p>
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**TRANSFORMERS AND ELECTRICALS KERALA LIMITED**

(A Joint Venture of GOVERNMENT OF KERALA & NTPC Limited)

GENERAL TERMS & CONDITIONS

- 1. Mode of submission of tender :** The offers shall be submitted offline either in sealed cover or emailed to telktenders@gmail.com. The bidders shall submit the bids well in advance before the prescribed due date and time.
- 2.** The tenders shall be submitted in single cover system or two cover system as specified in the Notice Inviting Tender (NIT). For two cover system, Technical Bid and Price Bid are separate. First cover is Technical Bid which shall contain all Technical particulars, Un-priced commercial terms & conditions etc. necessary for the technical evaluation of the tender. Second cover shall contain only the Price Bid. Price bid shall be submitted in the prescribed BOQ (Bill of Quantity)/Price bid format. The bidders shall submit/upload all the tender documents along with the technical bid (Cover-1) with signature and stamp of the bidder. In case of any deviations/comments/additional information the same shall be submitted/uploaded by the Bidders as a separate document along with the technical bid.
- 3. Fixed Price :** Bidder shall quote only Fixed Rate/Price which shall not be subject to any escalation whatsoever during the period of Bid Validity and completion of Supply/Execution of the Contract. Any Bid with adjustable or price variation clause shall be treated as 'Non-Responsive' and liable to be rejected unless price variation clause is specified and accepted by the Buyer. Quoted Unit Rate will only be considered as correct and valid, which shall be taken for further consideration.
- 4. Tender Fee & EMD :** Tender Fee & EMD shall be paid if specified in the NIT by means of separate Demand Drafts drawn in favour of "TELK, Angamaly" or by NEFT (see NIT for details) in the case of offline tenders and through the e-tender portal in the case of e- tenders. EMD of successful bidder will be refunded as per the terms and conditions of the tender/contract. EMD of the unsuccessful bidders will be refunded immediately after awarding of the contract to the successful bidder. The bids shall be submitted well in advance to avoid delays if any for NEFT transfer, which may lead to rejection of the bid. PSUs, Govt. undertakings and vendors with the valid MSME certificate are exempted from paying tender fee & EMD and may avail the exemption route while participating in the online tender by uploading the relevant valid documents/MSME certificate. Tender fee is not refundable.
- 5. Taxes and Duties :** All Taxes/Duties if any, payable extra over and above the quoted rate, shall be specifically indicated in the Un-Priced Bid, failing which the quoted rates will be considered as "all inclusive". Offer shall carry clear details of HSN code and applicable rates of CGST/IGST/SGST. Invoice shall be submitted in triplicate and shall be in conformance with the format specified as per GST ACT 2017.
- 6.** Evaluation of the Offers will be on "**To-Door Cost at TELK, Angamaly**" based on NET Cash outflow of TELK.
- 7.** For technical qualification, TELK will be evaluating bidder's capability to execute the supply/contract, past performance references and commercial terms offered.
- 8.** In case the lowest bidder (L1) is not a registered / approved supplier of TELK, Angamaly, they will be allowed to supply the items only after evaluation by TELK authorities and enlisting as approved/registered supplier. They shall submit duly filled vendor capability report/supplier registration requisition form available in our website www.telk.com.

Contd...2

ANGAMALLY SOUTH. P.O., PIN. 683 573, ERNAKULAM DISTRICT, KERALA, INDIA.
Phone: 0484-2510307, 2510337, 2510335. Fax: 0484-2452873.

E-mail : contracts@telk.com, l.kala@telk.com



9. In case L1 is a new supplier to TELK, L2 may also be considered in order to meet urgent requirements.
10. TELK has the right to split the order quantities in appropriate ratios to various parties to meet the contractual requirements.
11. **Publicity** : Any publicity by the Vendor in which the name of TELK is to be used should be done only with the explicit written permission of TELK, Angamaly.
12. All applicable statutory deductions like TDS will be deducted from the bill of the supplier/contractor.
13. **Jurisdiction**: Any dispute arising out of this contract will be subject to the jurisdiction of courts having jurisdiction over the area in which our factory situates.
14. Transit insurance for the materials in the scope of supply/contract shall be arranged by the supplier/contractor.
15. **RIGHT TO ACCEPT OR REJECT THE TENDERS:**
 - a) The right to accept the tender in full or in part/parts will rest with TELK.
 - b) Tenders not accompanied with prescribed information or are incomplete in any respect, and/or not meeting prescribed conditions, shall be considered as non-responsive and are liable to be rejected.
 - c) TELK reserves the right to accept or reject any bid or a part of the bid or to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Buyer's action.
 - d) If the bidder gives wrong information in his tender, TELK reserves the right to reject such tender at any stage or to cancel the contract.
 - e) TELK reserves the right to reject the bid of parties who have failed to meet contractual delivery/provide adequate after sales support for the products supplied/contracts executed against earlier orders.

Important Notice

16. Bidder is requested to furnish all the details called for in the tender. In case any required data/information is/are not furnished in the offer, Purchaser reserves the right to assume the same for the purpose of evaluation/comparison and decide the Tender accordingly.
17. In case special conditions are mentioned in the tender documents, the same shall prevail over the General Terms & Conditions.
18. We reserve the right to procure the goods/execute the contract from elsewhere at your risk and cost in the event of failure to supply/execute the contract within the stipulated time.



[Handwritten Signature]
Sr. MANAGER (Contracts & Materials)

ANNEXURE 3

PRE-QUALIFYING REQUIREMENTS TO BID DOC No. BID DOC No.TELK/C&M/EDP/AMC-UPS/279/2021		
Comprehensive Annual Maintenance Contract of 3 Nos. UPS, 6 kVA, Emerson make		
Sl.No.	Qualifying Requirements	Reply by Bidders
1	The bidders shall be an authorized dealer / manufacturer / service provider for UPS not less than 6 kVA capacity. The supporting documents for the above requirements shall be submitted along with tender.	Yes/No (supporting docuemnts shall be furnished)
2	The bidders should have carried out at least 3 similar AMC contracts in the previous 36 months prior to the tender opening. Supporting documents of work order copies and performance certificates from minimum two Customers shall be submitted along with the tender.	Yes/No (supporting docuemnts shall be furnished)

NOTES :

- (1) The bids received will be subjected to techno-commercial evaluation by TELK and only qualified bidders will be considered for the contract.
- (2) The existing contractor of TELK for the subject contract with satisfactory performance rating for quality, delivery and service will automatically qualify for the contract



AUTHORIZED SIGNATORY

RATE SCHEDULE TO BID DOC No.TELK/C&M/EDP/AMC-UPS/279/2021

Sl. No.	Description	Rating & Serial No	Quantity (Nos.)	Basic Rate per Number per Year (without GST) (Rs)
1	AMC-UPS Make : Emerson Model: PB 6000 Power Bank Year of Purchase: 2010	Rating : 6 kVA (12V, 65AH - 16 Nos. Battery) 0912AS4874	1	
2	Make: Emerson Model : Power Bank 6kVA/220V Year of Purchase: 2012	Rating : 6 kVA (12V, 65AH - 16 Nos. Battery) 120706AS9990 & 120706AS9991	2	
3	Applicable GST		%	



Authorized Signatory with seal