



No.D-16016/13/2020-S

Dated the 8th June, 2021.

Subject:- Invitation for Manual Bids for Comprehensive Annual Maintenance Contract of UPS System available in NMIC Building, Films Division, Mumbai.

Manual Bid (both technical and commercial) are invited for and on behalf of the President of India by FILMS DIVISION being customer from well established and expertise servicing and maintenance of UPS Systems to Director General, Films Divisions. Detailed tender document can be obtained from the Films Division Office, 24- Dr. G. Deshmukh Marg, Mumbai-400026 on any working day between 10.00 AM to 4.00 PM with free of cost till **28.06.2021 up to 12.00 hrs.** Complete tender document can also be downloaded from our website www.filmsdivision.org and epublish.gov.in (Central Public Procurement Portal).

2. Manual bid is invited in two parts i.e. (i) Technical bid (ii) Financial/ price bid. Bidders are required to submit hard copy of Account Payee Demand Draft, Banker Cheque, Bank Gurantee for an amount of Rs.5,000/- (Rs. Five Thousand Only) in favour of Accounts Officer, films division, Mumbai towards Earnest Money Deposit (EMD) or EMD Exemption Certificate along with the Technical Bids. Both the separate sealed covers i.e. **Technical Bid and Financial Bid** may again put in one sealed envelope superscribed "**Comprehensive Annual Maintenance of 04 UPS System available in NMIC, Films Division, Mumbai**", during office hours on or before 29.06.2021 upto 12.00 am. The price bid of only those bidders will be opened whose technical bids would clear the technical evaluation by FILMS DIVISION. The Technical Bid will be opened on 29.06.2021 at 12.30 pm.

3. Director General, Films Division reserves the right to accept or reject any or all tenders in parts or full without any reason. The tenders or their authorized representatives may attend for opening of tenders on **29.06.2021 at 12.30 p.m.**


(Ambika R. Tarneja) 8/6/2021
Assistant Administrative Officer
Tel. No. 022-23551367

(Manual Bid)

FILMS DIVISION
Government of India
Ministry of Information & Broadcasting
24-Dr. G. Deshmukh Marg, Mumbai-40026

REQUEST FOR PROPOSAL/TENDER DOCUMENT

Invitation of Bids for Comprehensive Annual Maintenance Contract of UPS System available in NMIC building, Films Division, Mumbai.

Request for Proposal (RFP) No. D-16016/13/2020-S Dated 08/06/2021.

1. Bids (Technical & Commercial) in separate sealed cover are invited for and on behalf of President of India for Comprehensive Annual Maintenance of 4 UPS System available in NMIC, at lower Gr. floor, Ground Floor, 3rd Floor & 4th Floor, Films Division, Mumbai listed in Part II of this RFP. Please superscribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid. **Both the envelopes (i.e. Technical bid and Commercial Bid) should be enclosed in a third sealed envelope superscribed with the RFP number and due date.**
2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below:

a.	Bids/queries to be addressed to	Smt. Ambika R. Tarneja Asstt. Administrative Officer Films Division, 24-Dr. G. Deshmukh Marg, Mumbai-400026
b.	Postal address for sending the Bids	Smt. Ambika R. Tarneja Asstt. Administrative Officer Films Division, 24-Dr. G. Deshmukh Marg, Mumbai-400026
c.	Name/designation of the contact personnel	Shri N. Samuel, Maintenance Engineer Films Division, 24-Dr. G. Deshmukh Marg, Mumbai-400026
d.	Telephone number of the contact personnel	022 23551367/ 98678 74000
e.	e-mail id of contact personnel	storesmum@filmsdivision.org

3. **This RFP is divided into five parts as follows:**
 - a. **Part I:** Contains General Information and instructions for the Bidders about the RFP such as the time, cost of tender document, EMD, place of submission and opening of tenders, modification and withdrawal of bid, clarification regarding contents of the bid/RFP, Validity period of tenders, etc.

b. **Part II:** Containing essential details of the services/stores required, such as the Schedule of Requirements (SOR), Quantity, Quality, Scope of work, Technical parameters, Educational Qualifications, Nature of Consultancy, technical details, eligibility criteria, delivery period, delivery terms, consignee details, period of contract etc. along with number of documents to be submitted with technical bid.

c. **Part III:** Contains essential and standard Conditions of RFP, which will form part of the Contract with the successful Bidder.

d. **Part IV:** Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.

e. **Part V:** Contains Evaluation Criteria and Format for Price Bids.

4. **This RFP is being issued with no financial commitment and the customer reserves the right to change or vary any part thereof at any stage. Customer also reserves the right to withdraw the RFP, should it become necessary at any stage.**

Part I – General Information

1. Last date and time for depositing the Bids:

29/06/2021 up to 12.00 Hrs.

The sealed Bids should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.

2. Manner of depositing the Bids:

Sealed Bids should be either dropped in the tender Box of this office or sent by registered post at the address given in para (2) at first page so as to reach by the due date and time. **Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered.**

3. Time and date for opening of Technical Bids:

29/06 /2021 at 12.30 Hrs.

(If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the customer).

4. Location of the Tender Box:

**Films Division, General-II Section, 3rd Floor, Phase-I Building,
24-Dr. G. Deshmukh Marg, Mumbai-400026.**

Only those Bids that are found in the tender box or handed over to designated officer.

5. Place of opening of the Bids:

Films Division, 24-Dr. G. Deshmukh Marg, Mumbai-400026.

The Bidders may depute their representatives to attend the opening of technical Bids on the due date and time. Details of EMD and technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. **This event will not be postponed due to non-presence of representative.**

6. Forwarding of Bids:

a) Technical Bid:- A sealed cover superscribed “**Technical Bid**” containing following mentioned documents detailed should be self-attested by an authorized signatory of the bidder and should be on the letter head of the bidder, **BUT NOT CONTAINING ANY PRICE INFORMATION ABOUT THE PRODUCTS OFFERED :**

- I. Copy of DD/Bank Guarantee/FDR towards Earnest Money Deposit (EMD) or EMD Exemption Certificate.
- II. Copy of Company Profile.
- III. Copy of Registration Certificate of Establishment issued by the concerned authority i.e. Municipal Corporation/State Government etc.
- IV. Copy of PAN Card.
- V. Copy of GST Registration Certificate/GST Number.
- VI. Bank details like Branch address, account number with IFSC code for e-payment.
- VII. Copy of Schedule of Requirement (SOR) Part-II, Sr.No.1 duly signed by the authorized representative of the firm.
- VIII. Copy of the declaration certificate on letter duly signed by the authorized representative of the firm as a token of acceptance of the terms & conditions of the RFP.
- IX. Details of 3 years’ experience regarding maintenance of 30 KVA UPS Systems and should submit work experience certificate of executing one similar work of value of at least Rs. One Lakh each during the last 3 years.
- X. Copy of Letter of OEM / Authorisation Agency should be submitted.

b) Financial Bid: - A sealed cover superscribed “**Financial Bid**” containing the price schedule duly filled in and signed in the document as given in **Sr. No.2 of Part V of this tender.**

Both the separate sealed covers i.e. **Technical Bid and Financial Bid** may again put in one sealed outer cover. The outer cover should be superscribed with bid for “**Comprehensive Annual Maintenance of 04 UPS System available in NMIC, Films Division, Mumbai**”, along with tender Inquiry No., date and addressed to the Director General, Films Division, 24-Dr.G.Deshmukh Marg, Mumbai-400 026. The sealed bid should be dropped in the drop box as mentioned above at Sr. No.4.

7. Clarification regarding contents of the RFP: At any time prior to the deadline for submission of bids, the customer/buyer may for any reason, whether on its own initiative or in response to the clarification request by a prospective bidders, modify the bid document. Such modification/ amendment in the bid document/ RFP at any time prior to the deadline for submission of bid will be uploaded as “corrigendum” on Central Public Procurement Portal and Departmental website. Such amendment/modifications shall be binding on all the prospective bidders. Customer/Buyer at its discretion may extend the deadline for the submission of bids if the bid document undergoes changes during the bidding period in order to give prospective bidder time to take into the consideration the amendments while preparing their bids. A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the customer/buyer in writing about the clarifications sought not later than 10 (ten) days prior to the date of opening of the Bids. Copies of the query and clarification issued by the customer/buyer will be sent to all prospective bidders who have received the bidding documents and will also be posted on website- www.filmsdivision.org

8. Modification and Withdrawal of Bids: A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the customer/buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax/e-mail but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the customer not later than the deadline for submission of bids. **No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder’s forfeiture of bid security.**

9. Clarification regarding contents of the Bids: During evaluation and comparison of bids, the customer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. The customer/Buyer also reserves the right to call for additional information from the bidders. **No post-bid clarification on the initiative of the bidder will be entertained.**

10. Rejection of Bids: Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. **Conditional tenders will be rejected.**

11. Unwillingness to quote: Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.

12. Validity of Bids: The Bids should remain valid for six months from the last date of submission of the Bids.

13. Cost of tender: Not applicable. Complete tender document can be downloaded from our web site www.filmsdivision.org OR can be obtained from Films Division, Stores Section, 2nd floor, Phase-I building, 24-Dr. G. Deshmukh Marg, Mumbai-400026 on any working day between 10.00 AM to 4.00 PM.

14. Earnest Money Deposit: Bidders are required to submit Earnest Money Deposit (EMD) for an amount of **Rs. 5000/- (Rs. Five Thousand only)** along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Banker’s Cheque in favour of

Accounts Officer, Films Division, Mumbai or Bank Guarantee from any of the Public Sector Banks or a private Sector Bank authorized to conduct government business as per Annexure-I. EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization and Micro and Small Enterprises (MSEs) as defined in MSEs Procurement Policy issued by Department of MSME as per Rule 170 of GFR-2017. **The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.**

15. Two bid system- It is a two bid system. Only the technical bids would be opened on the time and date mentioned above. Date of opening of financial/price bid will be intimated after evaluation and acceptance of technical bids by the customer/Buyer. Financial/price bids of only those firm will be opened, whose technical bids are found compliant/suitable after technical evaluation is done by the customer/buyer i.e. Films Division.

Part II - Description and essential details of Items/Services required i.e. Comprehensive Annual Maintenance of 4 UPS System available in NMIC, Lower Gr. Floor, Ground Floor, 3rd Floor, & 4th floor, Films Division, Mumbai.

Schedule of Requirements(SOR): List of items / services required is as follows:

Sr. No.	Particulars	Quantity	Bidder specification/remarks
1	Emerson Network AC Power System, Model Liberty-7400M (60 KVA)	01	
2	Emerson Network AC Power System, Model Liberty-7400M (60 KVA)	01	
3	AZ Electronics (30 KVA-360V-3PH UPS)	01	
4	Mahavir SYS Power Pvt. Ltd, Model Gt 3330L20 (30 KVA)	01	

Firm should visit the site and inspect the equipment before the tender submit.

1. Eligibility Criteria/Technical Details/Qualitative requirement/Scope of Work, specification of stores/equipments etc.:

- a) **Eligibility criteria:** - The firm must be well established and expertise in servicing and maintenance of above equipment and authorized servicing agency.
- b) **Scope of work:** -The successful bidder shall be in a position to provide Comprehensive AMC for above UPS.
- c) **Qualitative & Quantitative requirements:** -As per detailed in Part-II
- d) **Documents to be submitted by bidder:** -
 1. Copy of DD/Bank Guarantee/FDR towards Earnest Money Deposit (EMD) OR EMD Exemption Certificate.
 2. Copy of Company Profile.
 3. Copy of Registration Certificate of Establishment issued by the concerned authority i.e. Municipal Corporation/State Government etc.
 4. Copy of PAN Card.
 5. Copy of GST Registration Certificate/GST Number.
 6. Bank details like Branch address, account number with IFSC code for e-payment.
 7. Copy of Schedule of Requirement (SOR) Part-II, Sr.No.1 duly signed by the authorized representative of the firm.
 8. Copy of the declaration certificate on letter duly signed by the authorized representative of the firm as a token of acceptance of the terms & conditions of the RFP.
 9. Details of 3 years' experience regarding maintenance of 30 KVA UPS Systems and should submit work experience certificate of executing one similar work of value of at least Rs. One Lakh during the last 3 years.
 10. Copy of Letter of OEM / Authorisation Agency should be submitted.
- e) **Educational Qualifications:** - Not Applicable
- f) **Specifications:** -Same as detailed in Part-II
- g) **Technical details with technical parameters:** -Same as detailed in Part-II
- h) **Requirement of training / on-job training:** -Not Applicable
- i) **Requirement of installation/commissioning:** - Not Applicable

- j) **Requirement of Acceptance Trials, Pre-dispatch inspection and Joint Dispatch inspection etc.:** - The bidder shall be fully responsible for site review and event of the Works.
- k) **Requirement of Technical documentation:** - Copy of Letter of OEM / Authorisation agency should be submitted.
- l) **Nature of assistance required after completion of warranty:** -Not applicable
- m) **Requirement of pre-inspection:** - The successful bidder will do site review of the UPS and submit a Health Report Chart for each UPS.
- n) **Any other details, as considered necessary depending upon nature of tender/case.**
 1. The CAMC shall be effective and valid of one year from the date of acceptance by successful bidder. It may be renewed further by written mutual consent by both parties, if the performance of the firm is found to be satisfactory.
 2. The bidding firm should have an established workshop within the Mumbai Municipal Corporation Limits and also should have the BMC License.
 3. A separate health card shall be maintained for each of the equipment covered under CAMC. The Engineer of firm shall record therein each incident of malfunction, date/time of commencement of downtime and successful completion of the repairs/maintenance work, nature of repair work performed of the equipment. The card is to be signed by the representative of the respective user department with name and designation. Details of the preventive maintenance activity shall also be recorded.
 4. The firm should repair/replace spare parts of the equipment at the Films Division sites only. If the fault is of serious nature and requires the support of the repair center/workshop of the firm that necessitates shifting of the part of the equipment, the firm should attend to shifting/transportation, installation, re-installation, at no extra cost to the Films Division.
 5. The firm should ensure one service per month of each equipment covered under the CAMC.
 6. The firm should have establishment to attend service call within one hour.

2. **Two-Bid System** - In respect of Two-bid system, Bidders are required to furnish clause by clause compliance in respect of eligibility criteria, qualitative requirements, technical details and specifications etc. bringing out clearly the deviations, if any. The Bidders are advised to submit the compliance statement in the following format along with Technical Bid -

Para of RFP eligibility criteria/qualitative requirement/technical details and specification of stores/equipments	Specification of stores/ equipments / item offered	Compliance to RFP specification – whether Yes / No	In case of non-compliance, deviation from RFP to be specified in an unambiguous terms

- 3. **Delivery Period:** - Not applicable
- 4. **Delivery Terms:-** Not applicable
- 5. **Consignee details -** Not applicable
- 6. **Period of Contract:** 1 year

Part III – Standard Conditions of RFP

The Bidder is required to give confirmation of their acceptance of the essential and Standard Conditions of the Request for proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Contractor/Supplier in the contract) as selected by the customer/buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **Arbitration:** All disputes or differences arising out of or in connection with the contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to services or performance, which cannot be settled amicably, may be resolved through arbitration. The format of arbitration clause in respect of indigenous private bidders, foreign bidders and CPSU are given in Annexure-II, III & IV respectively.
4. **Penalty for use of Undue influence:** The contractor/supplier undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the customer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Contractor/Supplier or any one employed by him or acting on his behalf (whether with or without the knowledge of the contractor) or the commission of any offers by the contractor or anyone employed by him or acting on his behalf, as defined in chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the customer to cancel the contract and all or any other contracts with the contractor and recover from the contractor the amount of any loss arising from such cancellation. A decision of the customer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Contractor. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the contractor towards any officer/employee of the customer or to any other person in a position to influence any officer/employee of the customer for showing any favour in relation to this or any other contract shall render the contractor to such liability/penalty as the customer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund the amounts paid by the customer.
5. **Agents/Agency Commission:** The contractor/Supplier confirms and declares to the customer that the contractor is the original provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries whether officially or unofficially, to the award of the contract to the contractor, nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The contractor agrees that if it is established at any time to the satisfaction of the customer that the present declaration is in any way incorrect or if at a later stage it is discovered by the customer that the contractor has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or

consideration to such person, party, firm or institution, whether before or after the signing of this contract the contractor will be liable to refund that amount to the customer. The contractor will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The customer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Contractor who shall in such an event be liable to refund all payments made by the customer in terms of the contract along with interest at the rate of 2% per annum above 18% penal rate. The customer will also have the right to recover any such amount from any contracts concluded earlier by contractor/supplier with the Government of India or with customer/Buyer i.e. FILMS DIVISION.

6. **Access to Books of Accounts:** In case it is found to the satisfaction of the customer that the contractor has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Contractor, on a specific request of the customer shall provide necessary information/inspection of the relevant financial documents/information.

7. **Non-disclosure of Contract documents:** Except with the written consent of the customer, contractor shall not disclose the contract or any provision of the contract or information related to services thereof to any third party.

8. **Penalty and Liquidated Damages:** In the event of the contractor failure to submit the Bonds, Guarantees and Documents, supply the coordinator, supervisor and office helpers & services as specified in this contract, the customer may, at his discretion, withhold any payment until the completion of the contract. The customer may also deduct from the contractor as agreed, liquidated damages to the sum of 1% of the contract price of the delayed services mentioned above for each day subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed services.

9. **Termination of Contract:** The customer shall have the right to terminate this Contract in part or in full in any of the following cases:-

- (a) The delivery of the services is delayed for causes not attributed to Force Majeure for more than 15 days after the scheduled date of signing of contract. – (NOT APPLICABLE)
- (b) The contractor is declared bankrupt or becomes insolvent.
- (c) The delivery of services is delayed due to causes of Force Majeure by more than 01 months provided Force Majeure clauses is included in contract. – (NOT APPLICABLE)
- (d) The customer has noticed that contractor has utilized the services of any agent in getting this contract and paid any commission to such individual/company etc.
- (e) As per decision of the Arbitration Tribunal.

10. **Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

11. **Transfer and Sub-letting:** The contractor has no right to give, bargain, sell, assign or sublet or otherwise dispose of the contract or any part thereof, as well as to give or to let a third party take benefit or advance of the present Contract or any part thereof.

12. **Patents and other Industrial Property Rights:** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Contractor shall indemnify the customer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs whether such claims arise in respect of manufacture or use. The contractor shall be responsible for the completion of the supply in satisfactory manner during the currency of the contract.

13. **Amendments:** No provision of present contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.
14. **Statutory Duties & Taxes:**
- a) Any change in any duty/tax upward/downward as a result of any statutory variation taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the contractor. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the customer by the contractor. All such adjustments shall include all reliefs, exemptions, Rebates, concession etc. if any obtained by the contractor.
 - b) If it is desired by the Bidder to ask for the GST to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of GST and no liability will be developed upon the Customer.
 - c) On the Bids quoting GST, the rate and the nature of GST applicable at the time of supply should be shown separately. GST will be paid to the Contractor at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of services is legally liable to GST and the same is payable as per the terms of the contract.
15. **Pre-Integrity Pact Clause:** An "Integrity Pact" would be signed between the customer & successful contractor. This is a binding agreement between the customer and contractor for specific contracts in which the customer promises that it will not accept bribes during the procurement and services process and bidder promise that they will not offer bribes. Under this Pact, the Bidders for specific services or contracts agree with the customer to carry out the procurement and services in a specified manner. Elements of the Pact are as follows:
- (a) A pact (contract) between the (Principal/ Office) and successful contractor for this specific activity (the successful Bidder);
 - (b) An undertaking by the Principal/Office that its officials will not demand or accept any bribes, gifts etc., with appropriate disciplinary or criminal sanctions in case of violation;
 - (c) A statement by successful Bidder that it has not paid, and will not pay, any bribes;
 - (d) An undertaking by successful Bidder to disclose all payments made in connection with the contract in question to anybody (including agents and other middlemen as well as family members, etc. of officials); the disclosure would be made either at the time of signing of contract or upon demand of the Principal, especially when a suspicion of a violation by that successful bidder/contractor emerges;
 - (e) The explicit acceptance by successful Bidder that the no-bribery commitment and the disclosure obligation as well as the attendant sanctions remain in force for the winning Bidder until the contract has been fully executed.
 - (f) Undertaking on behalf of a successful Bidding company/ contractor will be made "in the name for and on behalf of the company's Chief Executive Officer".
 - (g) The following set of sanctions shall be enforced for any violation by a Bidder of its commitments or undertaking:
 - i. Denial or loss of contracts;
 - ii. Forfeiture of the bid security and performance bond;
 - iii. Liability for damages to the principal/office and the competing Bidders; and
 - iv. Debarment of the violator by the Principal/Office for an appropriate period of time.
 - (h) Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviors and compliance program for the implementation of the code of conduct throughout the company.

Part IV-Special Conditions of RFP

The Bidder is required to give confirmation of their acceptance of Special conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder. (i.e. Contractor/Supplier in the contract) as selected by the customer. Failure to do may result in rejection of Bid submitted by the Bidder.

1. Performance Guarantee:

The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private section bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of completion of Contract period. The specimen of PBG is given in Annexure V.

(This is mandatory clause)

2. **Option clause:** Not Applicable
3. **Repeat Order Clause:** Not Applicable
4. **Payment Terms:** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that e-payments could be made through instead of payment through cheques. No advance payment will be made under any circumstances being a Government Department. The full and final payment will be made after the completion of the event as mentioned on the dates satisfactorily and submission of Tax Invoice in triplicate.
5. **Paying Authority:** The payment would be made on submission of following documents:-

- (i) Ink signed copy of contractor bills indicating customers GST No./HSN No.
- (ii) Delivery Challan with indicating quantity.
- (iii) Mandate Form i.e. Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
- (iv) Any other document/certificate that may be provided for in the Job Order/Contract.
- (v) User Acceptance & Satisfactory Services Report.
- (vi) Xerox copy of PBG.

(6) **Fall Clause:** The following Fall clause will form part of the contract placed on successful Bidder:

- i. The rate charged for CAMC of UPS system under the contract by the contractor shall in no event exceed the lowest rate at which the contractor provides the items/materials on hire of identical description to any persons/organization including the customer or any department of the Central Government or any department of state government or any statutory undertaking of the central or state government as the case may be during the period till hiring of items/materials placed during the currency of the contract is completed.
- ii. If at any time, during the said period the contractor reduces the price or offer to provide CAMC to any person/organization including the customer or any department of central Government or any Department of the State Government or any Statutory undertaking of the Central or State Government as the case may be at a rate lower than the rate chargeable under the contract. Such reduction of hire offer of the rate shall stand correspondingly reduced.
- iii. The contractor shall furnish the following certificate to the customer along with each bill for payment of CAMC provided against the contract - "We certify that there has been no reduction in price of the CAMC of UPS system to the Government under the contract herein and such CAMC have not been offered/sold by me/us to any person/organization including

the customer or any department of Central Government or any department of a state Government or and Statutory Undertaking of the Central or state Government as the case may be up to the date of bill/the date of CAMC of UPS system against all contract placed during the currency of the Contract at price lower than the price charged to the government under the contract.

7. Risk & Expense clause:

- i) Should the CAMC thereof not be done within the time or times specified in the contract documents, the customer shall after granting the contractor seven days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.
- ii) Should the CAMC of UPS system thereof not perform in accordance with the specifications/parameters provided by the customer during the joint despatch inspection to be done by the customer, the customer shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.
- iii) In case of a contractual breach that was not remedied within 07 days, the customer shall, having given the right of first refusal to the contractor be at liberty to get CAMC from any other source as he thinks fit, of the same or similar description to equipment.
- iv) Any excess of the CAMC or value of CAMC done from any other contract as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the Contractor by Customer.

8. Force Majeure Clause:

- a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
- b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
- c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.
- d) If the impossibility of complete or partial performance of an obligation either party hereto reserves the right to terminate the contract totally or partially without any liability other than reimbursement on the terms provided in the agreement for the goods received.

Part V – Evaluation Criteria & Price Bid Issues

1. **Evaluation Criteria:** The broad guidelines for evaluation of Bids will be as follows:
 - a. **Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.**
 - b. The technical Bids forwarded by the Bidders will be evaluated by the Customer with reference to the technical characteristics/technical parameters/ eligibility criteria as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. **The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.**
 - c. The lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. The consideration of taxes and duties in evaluation process will be as follows:
 - (i) All taxes and duties quoted by the Bidders will be considered. The ultimate cost to the customer would be the deciding factor for ranking of Bids.
 - d. The Bidders are required to spell out the rates of GST in an unambiguous terms. In the absence of any such stipulation it will be presumed that the prices quoted are firm and no claim on account of such taxes & duties will be entrained after the opening of tenders. If a Bidder is exempted from payment of GST up to any value of services from them, they should clearly state that no GST will be charged by them up to the limit of exemption by Government which they may have. The documentary evidence for exemption of any statutory duties and taxes has to be produced along with price bid. If any concession is available in regard to rate/quantum of GST with the approval of Government, it should be brought out clearly. Stipulation like, GST is presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that GST will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of GST which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.
 - e. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
 - f. The Lowest Acceptable Bid will be considered further for placement of contract/supply order after complete clarification and price negotiations if required as decided by the customer. Customer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply the store & service within stipulated time and the same will be placed at Lowest-1 rate.
 - g. Any other criteria as applicable to suit a particular case.
 - h. Evaluation will be done as per extant order issued by MoF on time to time on above subject.

2. **Commercial Bid Format:** The Price Bid Format is given below and Bidders are required to fill this up correctly with full details on their letter heads indicating Rs. in figure

Sr. No.	Item	Qty.	Rate	GST Rate	Amount
1	Emerson Network AC Power System, Model Liberty-7400M (60 KVA)	1 No			
2	Emerson Network AC Power System, Model Liberty-7400M (60 KVA)	1 No			
3	AZ Electronics Pune-26 (30 KVA-360V-3PH UPS)	1 No			
4	Mahavir SYS Power Pvt. Ltd, Model Gt 3330L20 (30 KVA)	1 No			

(Signature of Authorized signatory with date and seal)

DECLARATION

I hereby certify that the information furnished above is true and correct to the best of my / our knowledge and I have read and understood the terms and conditions contained in the RFP/Tender Document. I understand that in case any deviation is found in the above statement at any stage, I / We will be blacklisted and will not have any dealing with the Films Division in future.

(Signature of Authorized signatory with date and seal)

EMD Bank Guarantee format

Whereas.....(hereinafter called the “Bidder”) has submitted their offer dated.....for the services and supply of
(hereinafter called the “Bid”) against the customer’s request for proposal No.....
KNOW ALL MEN by these presents that WE..... of
.....having our registered office at
..... Are bound
unto.....(hereinafter called the “Customer”) in the sum of
.....for which payment will and truly to be made to the said
Customer, the bank binds itself, its successors and assigns by these presents.
Sealed with the Common Seal of the said Bank this.....day of20..
The conditions of obligation are:

- i. If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this tender.
- ii. If the Bidder having been notified of the acceptance of his tender by the Buyer during the period of its validity.
- iii. If the Bidder fails to furnish the Performance Security for the due performance of the contract.
- iv. Fails or refuses to accept/execute the contract.

WE undertake to pay the Customer up to the above amount upon receipt of its first written demand, without the customer having to substantiate its demand, provided that in its demand the customer will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the authorized officer of the Bank)
Name and designation of the officer
Seal, name & address of the Bank and address of the Branch)

Format of Arbitration Clause –Indigenous Private bidders

- i. All disputes of differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof, should be settled by bilateral discussions.
- ii. Any dispute, disagreement of question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator.
- iii. Within (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by the authority agreed upon by the parties.
- iv. The sole Arbitrator shall have its seal in New Delhi or such other place in India as may be mutually agreed to between the parties.
- v. The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only.
- vi. Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.
- vii. The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

(Note: In the event of the parties deciding to refer the dispute/s for adjudication to an Arbitral Tribunal then one arbitrator each will be appointed by each party and the case will be referred to the Indian Council of Arbitration (ICADR) for nomination of the third arbitrator. The fees of the arbitrator appointed by the parties shall be borne by each party and the fees of the third arbitrator, if appointed, shall be equally shared by the Customer and Contractor.

Format of Arbitration Clause – Foreign bidders

- i) All disputes or differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof, should be settled by bilateral discussions.
- ii) Any dispute, disagreement of question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator.
- iii) Within sixty (60) days of the receipt of the said notice, one arbitrator shall be nominated in writing by the SELLER and one arbitrator shall be nominated by the BUYER.
- iv) The third arbitrator, who shall not be a citizen or domicile of the country of either of the parties or of any other country unacceptable to any of the parties, the said arbitration shall be nominated by the parties within (90) days of the receipt of the notice mentioned above, failing which the third arbitrator may be nominated under the provisions of UNCITRAL by the International Chamber of Commerce, Paris at the request of either party. However, the said nomination would be after consultation with both the parties and shall preclude any citizen or domicile of any country as mentioned above. The arbitrator nominated under this clause shall not be regarded nor act as an umpire.
- v) The Arbitration Tribunal shall have its seat in New Delhi or such other place in India as may be mutually agreed to between the parties.
- vi) The arbitration proceedings shall be conducted in India under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts or as may be mutually agreed between the parties.
- vii) The decision of the majority of the arbitrators shall be final and binding on the parties to the contract.
- viii) Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses of the third arbitrator shall be shared equally by the Seller and the Buyer, unless otherwise awarded by the Arbitration Tribunal.
- ix) In the event of a vacancy caused in the office of the arbitrators, the party which nominated such arbitrator shall be entitled to nominate another in his place and the arbitration proceedings shall continue from the stage they were left by the outgoing arbitrator.
- x) In the event of one of the parties failing to nominate its arbitrator within 60 days as above or if any of the parties does not nominate another arbitrator within 60 days of the place of arbitrator falling vacant, then the other party shall be entitled after due notice of at least 30 days to request the International Chamber of Commerce to nominate another arbitrator as above.
- xi) If the place of the third arbitrator falls vacant, his substitute shall be nominated according to the provisions herein above stipulated.
- xii) The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

(Note - The provisions with regard to appointment of an Arbitrator by the International Chamber of Commerce, Paris shall only be resorted to in cases of International Commercial Arbitration. Similarly, the UNCITRAL provisions will only apply with regard to appointment of Arbitrator, fixation of fees of the Arbitrator when it is a foreign arbitration. The procedure to be adopted during arbitration will be as provided in the Indian Arbitration & Conciliation Act, 1996.]

Format of Arbitration Clause – CPSU

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party to the Permanent Arbitration Machinery set up in the Department of Public Enterprises and that if the Department of Public Enterprises fails to settle the dispute, the same will be referred to the Committee constituted by the Cabinet Secretariat.

Performance Bank Guarantee Format

From:
Bank _____

To
The President of India through Directorate of -----
Ministry of Information & Broadcasting
Government of India
New Delhi.

Dear Sir,

Whereas you have entered into a contract No. Dt.....(hereinafter referred to as the said Contract with M/s....., hereinafter referred to as the "Contractor/Supplier" for supply of services as per Part-II of the said contract to the said contractor and whereas the contractor/supplier has undertaken to produce a bank guarantee for 10% of total Contract value amounting to.....to secure its obligations to the President of India. We the.....bank hereby expressly, irrevocably and unreservedly undertake and guarantee as principal obligors on behalf of the contractor/supplier that, in the event that the President of India declares to us that the goods have not been supplied according to the Contractual obligations under the aforementioned contract, we will pay you, on demand and without demur, all the any sum up to a maximum of Rupees.....only. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. We undertake to effect payment upon receipt of such written demand.

2. We shall not be discharged or released from this undertaking and guarantee by any arrangements, variations made between you and the Contractor/supplier indulgence to the Contractor/Supplier by you, or by any alterations in the obligations of the Contractor/Supplier or by any forbearance whether as to payment, time performance or otherwise.

3. In no case shall the amount of this guarantee be increased.

4. This guarantee shall remain valid for 14 months from the effective date of contract according to the contractual obligations under the said contract.

5. Unless a demand or claim under this guarantee is made on us in writing or on before the aforesaid expiry date as provided in the above referred contract or unless this guarantee is extended by us, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.

6. This guarantee shall be a continuing guarantee and shall not be discharged by an change in the constitution of the bank or in the constitution of M/s.....