

**Open Competitive Bid (OCB)**  
**For**  
**Rate Contract for UPS Batteries**

**For**

**Commercial Taxes Department**

**(Data Centre common for both the States of Telangana and Andhra Pradesh)**

**Government of Telangana**

**Hyderabad.**

# Commercial Tax Department

**CT Complex, MJ Road, Nampally  
Hyderabad, Telangana 500 001  
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News paper advertisement



**Government of Telangana**  
**Commercial Tax Department, Hyderabad**  
**Tender call for**  
**Rate Contract for UPS Batteries**  
Time schedule of various tender related events:

Bid calling date	20-06-2016
Pre-bid conference date/time	24-06-2016, 11.00 AM at O/o CCT, Hyderabad
Last date/time for clarification	24-06-2016, 05.00 PM
Bid closing date/time	29-06-2016, 03.00 PM
Bid opening date/time	29-06-2016, 03.30 PM
Bid Document Fee	: Rs.2500 (Not - Refundable)
CTD Contact person	Sri. Y. Satyanarayana, Addl.Comm.(CT) CCW
Email	Jc_comp@tgct.gov.in
Reference No.	CTD/CS(1)/02/2015

If your firm is interested in participation, please ask the contact person for more details or visit our web site at <http://www.tgcommercialtaxes.gov.in>. The bid document fee is payable in favour of **Commissioner of Commercial Taxes, Telangana** only when you indent full copy of the bid document.

**Commissioner, CT**  
**Commercial Tax Department**  
**CT Complex, MJ Road, Nampally**  
**Hyderabad, Telangana 500 001**

Sd/- V. Anil Kumar  
**Commissioner (CT)**

// t.c.f.b.o.//

**Additional Commissioner (CT) CCW**



## Section A

### Tender call notice



**Government of Telangana**  
**Commercial Tax Department, Hyderabad**  
**Tender call for**  
**Rate Contract for UPS Batteries** procurement done during 2010  
 Time schedule of various tender related events.

Bid calling date	20-06-2016
Pre-bid conference date/time	24-06-2016, 11.00 AM at O/o CCT, Hyderabad
Last date/time for clarification	24-06-2016, 05.00 PM
Bid closing date/time	29-06-2016, 03.00 PM
Bid opening date/time	29-06-2016, 03.30 PM
Bid Document Fee	: Rs. 2500/- (Not - Refundable)
CTD Contact person	Sri. Y. Satyanarayana, Addl (CT) CCW
Email	Jc_comp@tgct.gov.in
Reference No.	CTD/CS(1)/02/2015

#### **A. The goods, service or material required:**

**A.1. Rate Contract for** Supply and Installation of UPS Batteries of different AH Ratings on buy back basis in CTD offices spread across Telangana State for a period of Two years.

**A.2. Schedule of Quantity :** Quantities indicated herein are based on the procurement done during 2012. Actual requirement could be more or less. Bidders may note that the order **will not** be placed for full quantity in a single order. Rather, order will be placed based on the ACTUAL requirement from time to time during Rate Contract Period. The successful bidder is bound to supply the UPS batteries as and when indented by the Commercial Taxes Department without fail.

Sl.No.	Item name	Quantity
1*	12V, 65 AH Quanta Batteries	60
2	12 V, 100 AH Panasonic / Quanta Batteries	120
3	12 V, 120 AH Quanta Batteries	80
4	12 V, 130 AH Panasonic / Quanta Batteries	30

**A.3. Scope of incidental services:**

Furnishing of a detailed operation and maintenance manual.

**A.3. Warranty Period:**

Replacement Warranty period shall be for 12 months from the date of the successful installation at the users site.

**A.4. Delivery and Installation Period:**

Bidder shall deliver and install batteries as per Purchase order within 10 days of the receipt of each order by the bidder. Delay in the supply shall invoke a penalty of 1% of the value of the rate of the late delivered goods per week or part thereof and maximum up to 10% of the value of the late delivered goods.

**A.5 Bid Document:**

The bid document fee is payable only when you indent full copy of the bid document.

**A.6 Delivery locations::** UPS Battery delivery locations enclosed at Annexure-4

## Section B

### **B.1 Pre-Qualification criteria:**

1. The bidder should be a manufacturer/authorized representative of a manufacturer and should be in business of manufacture, and or supply and maintenance of the offered items for a minimum period of Two years in AP/Telangana as on bid calling date.
2. The bidder should have minimum annual turnover in supply of UPS batteries as follows:

Item name	Financial year	Brand offered Sales value (Rs in Lakhs.)
UPS Batteries	2013-2014	50
	2014-2015	50

3. The bidder should furnish the information on the major past supplies under the relevant product and satisfactory performance for the financial year mentioned above.

Note : Relevant documents in support of above should be furnished

### Section C

#### **C1. Statement of important limits/values related to bid**

Item	Description
EMD	Rs. 35000/- Demand Draft or Bank guarantee in the enclosed proforma at Annexure-1
Bid Validity Period	30 days from the date of opening of bid
EMD validity Period	15 days beyond bid validity period
Maintenance Period	Nil
Variation in quantities	Order as per actual requirement from time to time during contract period
Period for furnishing performance security	Within 7 days from date of receipt of notification of award
Performance security value	<b>10% of estimated contract value of Rs.-----/-</b>
Performance security validity period	30 days beyond warranty period
Period for signing contract	Within 10 days from date of receipt of notification of award
Replacement Warranty period	12 months from the date of successful installation of goods at users' site.
Payment terms	Cumulative payment
On delivery & successful installation at user site	100% of PO value
Penalty for late deliveries	1% of value of late delivered goods per week or part there of
Maximum Penalty for late deliveries	10% of value of late delivered goods



## Section D

### **D- Technical specification:**

#### **Technical Specification:**

- a) 12 V, Panasonic / Quanta Batteries of 100,120 and 130 AH ratings
- b) Brands: Quanta, Panasonic, Amaron. Any other brand with ISO:9001 certification. UL certified brands are also eligible.

## **Section E**

### **E. Bidding procedure :**

#### **E.1.**

Offers should be made in Three parts namely, “Pre qualification bid”, “Technical bid” and “Financial bid” and in the format given in bid document. Each offer should be placed in a separate envelope super scribed “Pre qualification bid”, "Technical bid" and "Financial bid", as the case may be, followed by the title mentioned above against " tender call:"

1. EMD should be enclosed in the “Pre qualification bid” envelope.
2. Name of the vendor and contact address should also be written on the envelope.
3. Tenders will be accepted only from those who have obtained bid document from the department.
4. All correspondence should be with CTD contact person only
5. A complete set of bidding documents may be obtained by interested bidders from the CTD contact person upon payment of the bid document fee which is non-refundable. Payment of bid document fee should be by demand draft / cashier's cheque or certified cheque drawn in favour of " Commissioner, CT" and payable at Hyderabad (India).

#### **E.2. Pre qualification bid:**

It shall include the following information about the firm and/or its proposal.

1. General information on the bidder's company in Form P-1
2. Turn over details of the product ( Brand) offered in Form P-2
3. List of major customers in support of turnover in Form P-3
4. List of Service Centres in AP/Telangana in Form P-4
5. Manufacturer's authorisation to participate in bidding process apart from such other documents like authorisation certificate for dealing in the products for which bid is submitted.( However this will not apply to Manufacturers) in Form P-5 ( Bidder's own format)

#### **E.3. Technical bid**

1. Deviation(s) to technical specification, if any in Form T-1
2. Check list in Form T-2
3. Other information , if any required in the bid document in Form T-3( Bidder's own format)

#### **E.4. Financial bid:**

The financial bid should provide cost calculations corresponding to unit price of each item of the schedule in the Form F-1.

#### **E.5. Pre-bid Meeting:**

Bidders who have obtained Bid document from CTD can participate in pre bid meeting on the date indicated in bid document to get their doubts clarified.

## Section F

### **F. Bid evaluation procedure:**

Bids would be evaluated for entire Schedule. Bidders should offer prices for all the items of Schedule and for the full quantity of all items in a Schedule failing which such bid will not be considered for evaluation. If a vendor has any comment to offer about the procedural aspects of this tender, it should be intimated to CTD during the pre-bid meeting if any held. In case the schedule or procedure of tender processing is revised, the same shall be communicated by email, telephone, fax, courier as the case may be to all vendors who have obtained the bid document and revised schedule or procedure shall be binding on all.

#### **F.1. Opening of bids:**

Immediately after the closing time, the CTD contact person shall open the pre-qualification bid', and list them for further evaluation. The 'technical bid' covers and 'financial bid' covers shall be listed and put into a box sealed according to CTD procedure. The sealed box of technical bids and financial bids shall be in custody of a designated officer for opening after evaluation of pre-qualification bids. The Technical bids of only those bidders who qualify in the pre-qualification bid will be opened. After evaluation of technical bids, the financial bids of only those bidders who qualify in technical evaluation will be opened. Any participating vendor may depute a representative to witness these processes.

#### **F.2. Pre-qualification bid documentation:**

The Pre-qualification bid documentation shall be evaluated in two sub-steps. Firstly, the documentation furnished by the vendor shall be examined prima facie to see if the technical skill base and financial capacity and other vendor attributes claimed therein are consistent with the needs of this project. In the second step, CTD may ask vendor(s) for additional information, visit to vendors site and/or arrange discussions with their professional, technical faculties to verify claims made in Pre-qualification bid documentation.

#### **F.3. Technical bid documentation:**

Technical bid documentation shall be evaluated again in two sub-steps. Firstly, the documentation furnished by the vendor shall be examined prima facie to see if the product /services offered, technical skill base and financial capacity and other vendor attributes claimed therein are consistent with the needs of the department. In the second step, CTD may ask vendor(s) for additional information, visit to vendors site and/or arrange discussions with their professional, technical faculties to verify claims made in technical bid documentation.

#### **F.4. Financial bid:**

Final choice of firm to execute the project shall be made on the basis of conformity to pre qualification, technical specifications, appropriateness of the product offered, capability of bidder to execute and service the project and appropriateness of financial offer from the point of view of cost-effectiveness over the entire warranty period for the product/services.

## Section G

### General instructions to bidders.

#### G.1. Definitions:

1. **Tender call or invitation for bids**, means the detailed notification seeking a set of goods, solution(s), service(s), materials or any combination of them.
2. **Specification** means the functional and technical specifications or statement of work, as the case may be.
3. **Firm** means a company, authority, co-operative or any other organisation incorporated under appropriate statute as is applicable in the country of incorporation.
4. **Bidder** means any firm offering the solution(s), service(s) and/or materials required in the tender call. The word vendor when used in the pre award period shall be synonymous with bidder and when used after award of the contract shall mean the successful bidder with whom CTD signs the contract for rendering of goods and services.
5. **Pre- qualification and Technical bid** means that part of the offer, that provides information to facilitate assessment by CTD, professional, technical and financial standing of the bidder and conformity to requirements.
6. **Financial Bid** means that part of the offer, that provides price schedule and total costs including taxes etc.
7. **Three part Bid** means the pre-qualification bid, technical and financial bids are put in separate covers and their evaluation is sequential.
8. **Two part Bid** means the Technical bid and Financial bids put in separate covers and their evaluation is sequential.
9. **Composite bid** means a bid in which the technical and financial parts are combined into one and put in same cover but their evaluation is sequential.
10. **Goods and services** mean the solution(s), service(s), materials or a combination of them in the context of the tender call and specifications.
11. **Maintenance period** means period mentioned in bid document for maintaining the product/services beyond warranty period.

#### G.2 General eligibility

1. Subject to Pre Qualification conditions, this invitation for bids is open to all firms both from within and outside India, who are eligible to do business in India under relevant Indian laws as are in force as on bid calling date.
2. Bidders marked/considered by TSTS/CTD to be ineligible to participate for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.
3. Breach of general or specific instructions for bidding, general and special conditions of contract with CTD or any of its user organisations may make a firm ineligible to participate in bidding process.

#### G.3 Bid forms

1. Wherever a specific form is prescribed in the bid document, the bidder shall use the form to provide relevant information. If the form does not provide sufficient space for any required information, space at the end of the form or additional sheets shall be used to convey the said information.

2. For all other cases the bidder shall design a form on its own to hold the required information.

#### **G.4 Cost of bidding**

1. The bidder shall bear all costs associated with the preparation and submission of its bid, and CTD will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.
2. Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in the rejection of its bid.

#### **G.5 Clarification of bidding documents**

1. A prospective vendor requiring any clarification of the bidding documents may notify CTD contact person. Written copies of the CTD response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.
2. The concerned person will respond to any request for clarification of bidding documents which it receives no later than bid clarification date mentioned in the notice prior to deadline for submission of bids prescribed in the tender notice. No clarification from any bidder shall be entertained after the close of date and time for seeking clarification mentioned in tender call notice. It is further clarified that CTD shall not entertain any correspondence regarding delay or non receipt of clarification from CTD.

#### **G.6 Amendment of bidding documents**

1. At any time prior to the deadline for submission of bids, CTD, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bidding documents by amendment.
2. All prospective bidders those have received the bidding documents will be notified of the amendment, and such modification will be binding on all bidders.
3. In order to allow prospective bidders reasonable time to take the amendment into account in preparing their bids, the CTD, at its discretion, may extend the deadline for the submission of bids.

#### **G.7 Period of validity of bids**

1. Bids shall remain valid for the **days** or duration specified in the bid document, after the date of bid opening prescribed by CTD. A bid valid for a shorter period shall be rejected as non-responsive.
2. In exceptional circumstances, the CTD may solicit the bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security shall also be suitably extended. However a bidder granting the request will not be permitted to modify its bid.

### **G.8 Submission of bids**

1. The bidders shall seal the pre-qualification bid, technical bid and financial bid or composite bids as the case may be in separate envelopes, duly marking the envelopes as "Pre-qualification", "Technical bid", "Financial bid", or "Composite bid" as the case may be.
2. The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:
  - a. be addressed to the CTD at the address given in the tender call;
  - b. bear the project name/title indicated in the tender call, and **bear a statement for -**
    1. Pre-qualification bid **“Do not open before bid opening day and time”**,
    2. Technical OR Composite bid **“Do not open until evaluation of Pre-qualification bid”**,
    3. Financial bid **“ Don't open until evaluation of technical bid”**
3. The outer envelopes shall clearly indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late".
4. If the outer envelope is not sealed and marked as required above, CTD will assume no responsibility for the bid's misplacement or premature opening.

### **G.9 Deadline for submission of bids**

1. Bids must be received by the CTD contact person no later than the bid submission date and time specified in the tender call notice.
2. The CTD may, at its discretion, extend this deadline for the submission of bids by amending the tender call, in which case all rights and obligations of the CTD and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

### **G.10 Late bids**

Any bid not received by the CTD contact person by the deadline for submission of bids will be rejected and returned unopened to the bidder.

### **G.11 Modification and withdrawal of bids**

1. The bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids, is received by the CTD prior to the deadline prescribed for submission of bids.
2. The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in a manner similar to the original bid.
3. No bid can be modified subsequent to the deadline for submission of bids.
4. No bid can be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity. Withdrawal of a bid during this interval will result in the forfeiture of its bid security (EMD).

### **G.12 General business information:**

The bidder shall furnish general business information to facilitate assessment of its professional, technical and commercial capacity and reputation.

### **G.13 Bid security i.e. earnest money deposit (EMD)**

1. The bidder shall furnish, as part of its bid, a bid security for the amount specified in the tender call notice.
2. The bid security is required by CTD to:
  - a. assure bidder's continued interest till award of contract and
  - b. conduct in accordance with bid conditions during the bid evaluation process.
3. The bid security shall be in Indian rupees and shall be a Demand Draft issued by a reputable bank .
4. Unsuccessful bidder's bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by CTD.
5. The successful bidder's bid security will be discharged upon the bidder signing the contract, and furnishing the performance security,
6. The bid security may be forfeited:
  - a. if a bidder withdraws its bid during the period of bid validity or
  - b. in the case of a successful bidder, if the bidder fails:
    1. to sign the contract in time; or
    2. to furnish performance security in time.

### **G.14. Preparation of Pre-qualification bid**

It shall contain of the following parts:

1. General business information
2. Turnover details
3. Major clients' details
4. Bid security (EMD)
5. Any other relevant information

### **G.15 Preparation of technical bid**

It shall consist of the following parts.

1. Technical documentation - confirmation to technical specifications etc.
2. Detailed technical documentation, reference to various industry standards to which the goods and services included in vendor's offer conform, and other literature concerning the proposed solution. A statement about appropriateness of the product design and solution plan for operating conditions in India, including physical, infrastructure and human factors.
3. In the case of a bidder offering to supply goods under the contract which the bidder did not manufacture or otherwise produce, the bidder has been duly authorised by the good's manufacturer or producer to supply the goods in India.



## **G.16 Preparation of financial bid**

### **Overview of financial bid**

The financial bid should provide cost calculations corresponding to each component of the requirements.

#### **1. Bid prices:**

- a. The bidder shall indicate the all inclusive unit price i.e price inclusive of all taxes, levies, transportation, insurance etc of the goods it proposes to supply under the contract.
- b. Prices quoted by the bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account unless otherwise specified in the tender call. A bid submitted with an adjustable price quotation will be treated as non responsive and will be rejected.

#### **2. Bid currency :**

Prices shall be quoted in Indian rupees.

## **Section H**

### **Standard procedure for opening and evaluation of bids**

#### **H.1. Out line of bid Opening procedure**

1. The bid opening and evaluation process will be sequential in nature. It means that bidder must qualify in a particular stage to make him eligible for evaluation in next stage. Immediately after the closing time, the CTD contact person shall open the Pre-qualification bids and list them for further evaluation. The Technical and financial bid covers shall be listed and put into a bag to be sealed according to CTD procedure. The sealed bag of technical and financial bids shall be in custody of a designated officer for opening after evaluation of Pre-qualification bids. There after, Technical bids of qualified bidders will be opened, keeping financial bid in sealed bag. Finally financial bids of those bidders will be opened who are short listed in technical evaluation.
2. In case of composite bid - technical and financial bids are combined together and opened simultaneously. However in this case also, first technical evaluation will be done followed by financial evaluation of only those bids which have qualified in technical evaluation.
3. Any participating vendor may depute a representative to witness these processes.
4. The standard procedure, described here will stand appropriately modified, in view of special procedures of bid evaluation as mentioned in tender call or else where in this bid document or as decided by CTD during the course of evaluation to meet any specific situation or need arising from time to time.

#### **H.2. General guidelines for bid opening and evaluation**

Bids will be in three parts (pre-qualification, technical and financial) or two parts (Technical and financial) or composite bid ( technical and financial bid together) as indicated in the tender call. For three part bids there will be three bid opening events, in two part bid there will be two bid opening events and in case of composite bids there will be only one bid opening event. Following guidelines will generally be followed by CTD officers at each such event. However CTD may deviate from these in specific circumstances if it feels that such deviation are unavoidable, or will improve speed of processing.

#### **1. Opening of bids**

- a. Bids will be opened in the presence of bidder's representatives, who choose to attend. The bidder representatives who are present shall sign a register evidencing their attendance.
- b. The bidders names, bid modifications or withdrawals, discounts, and the presence or absence of requisite bid security and such other details as the CTD officer at his/her discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened.
- c. Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

## **2. Preliminary examination of Bids**

1. Preliminary scrutiny will be made to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
2. Arithmetical errors will be rectified on the following basis. 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 shall prevail and the total price shall be corrected. If the vendor does not accept the correction of the errors, its bid will be rejected and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
3. CTD may waive any minor informality, nonconformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
4. Prior to the detailed evaluation, CTD will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations.
5. If a bid is not substantially responsive, it will be rejected by the CTD and may not subsequently be made responsive by the bidder by correction of the nonconformity.

## **3. Clarification of bids**

During evaluation of the bids, CTD may, at its discretion, ask the bidder for clarification of its bid.

## **4. Evaluation of Pre - qualification bids**

Pre - qualification bid documentation shall be evaluated in two sub-steps.

- a. Firstly, the documentation furnished by the vendor will be examined prima facie to see if the technical skill base and financial capacity and other vendor attributes claimed therein are consistent with the needs of this project.
- b. In the second step, CTD may ask vendor(s) for additional information, visit to vendors site and/or arrange discussions with their professional, technical faculties to verify claims made in technical bid documentation.

## **5. Evaluation of technical bids.**

Technical bid documentation shall be evaluated in two sub-steps.

- a. Firstly, the documentation furnished by the vendor will be examined prima facie to see if the offer made, technical skill base and financial capacity and other vendor attributes claimed therein are consistent with the needs of this project.

- b. In the second step, CTD may ask vendor(s) for additional information, visit to vendors site and/or arrange discussions with their professional, technical faculties to verify claims made in technical bid documentation.

## **6. NA**

## **7. NA**

### **8. Evaluation of financial bids**

Financial bids of those vendors who satisfy all phases of the pre-qualification and technical bid and corresponding to chosen technical bid choices will only be opened. All other financial bids will be ignored. CTD may at its discretion discuss with vendor(s) available at this stage to clarify contents of financial offer. **However Bidders may note that there will not be any post tender financial negotiations.**

**All prices to be quoted inclusive of taxes. Applicable taxes will be deducted accordingly.**

### **9. Evaluation and comparison of financial bids**

1. Evaluation of financial bids will exclude and not take into account any offer not asked for or not relevant to the present requirements of the user.
2. Bid shall be evaluated for the quantities indicated in Tender call
3. Past track record of bidder in supply/ services and
4. Any other specific criteria indicated in the bid document and/or in the specifications.

### **H.3. Performance and productivity of the equipment**

Bidders shall state the guaranteed performance or efficiency in response to the specifications.

### **H.4. Contacting CTD**

1. Bidder shall not approach CTD officer(s) out side of office hours and / or out side CTD office premises, from the time of the tender call notice to the time the contract is awarded.
2. Any effort by a bidder to influence CTD officer(s) in the decisions on bid evaluation, bid comparison or contract award may result in rejection of the bidder's offer and bidder may also be marked as ineligible for future bids. If the bidder wishes to bring additional information to the notice of the CTD, it should do so in writing only.

### **H.5. CTD' right to vary quantities**

This tender is for Rate Contract valid for the contract period. Hence, CTD will issue Purchase Order from time to time as per actual requirement during the Rate Contract period without any change in unit price or other terms and conditions. The quantities indicated in tender call notice are based on procurement done during 2008. These are indicated for the purpose of tender evaluation only. Actual requirement may be More or Less.

### **H.6. CTD' right to accept any bid and to reject any one or all bids.**

CTD reserves the right to annul the entire bidding process and reject any one or all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

#### **H.7. Notification of award**

Prior to expiration of the period of bid validity, CTD will notify the successful bidder in writing, that its bid has been accepted. Upon the successful bidder's furnishing of performance security, CTD will promptly notify each unsuccessful bidder and will discharge its bid security.

#### **H.8. Signing of contract**

At the same time as the CTD notifies the successful bidder that its bid has been accepted, the CTD will send the bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties. On receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to the CTD.

#### **H.9. Performance security**

On receipt of notification of award from the CTD, the successful bidder shall furnish the performance security in accordance with the conditions of contract, in the performance security form provided in the bidding documents or in another form acceptable to the CTD. Failure of the successful bidder to sign the contract, proposed in this document and as may be modified, elaborated or amended through the award letter, shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the CTD may make the award to another bidder or call for new bids.

#### **H.10. Corrupt, fraudulent and unethical practices**

CTD will reject a proposal for award and also may debar the bidder for future tenders in CTD, if it determines that the bidder has engaged in corrupt, fraudulent or unethical practices in competing for, or in executing a contract. Here:

- a. "Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the process of contract evaluation, finalization and or execution and
- b. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to detriment of the purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition,
- c. "Unethical practice" means any activity on the part of bidder by which bidder tries to circumvent tender process in any manner. Unsolicited offering of discounts, reduction in financial bid amount, upward revision of quality of goods etc after opening of first bid will be treated as unethical practice.

## **I. General conditions of proposed contract (GCC)**

### **I.1. Definitions:**

In this contract, the following terms shall be interpreted as indicated. Terms defined in general instructions to bidders section shall have the same meaning.

- a. **“Contract”** means the agreement entered into between the CTD and the vendor, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- b. **“Contract price”** means the price payable to the vendor under the contract for the full and proper performance of its contractual obligations;
- c. **“Incidental services”** means those services ancillary to the supply of the goods and services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the vendor covered under the contract;
- d. **“GCC”** means the general conditions of contract contained in this section.
- e. **“SCC”** means the special conditions of contract if any.
- f. **“CTD”** means the Commercial Tax Department
- g. **“Purchaser/ User”** means ultimate recipient of goods and services
- h. **“Vendor or Bidder ”** means the individual or firm supplying the goods and services under this contract.
- i. **“Project site”**, where applicable, means the place(s) where goods/services are to be made available to user.
- j. **“Day”** means calendar day.

### **I.2 Application**

These general conditions shall apply to the extent that they are not superseded by provisions of other parts of the contract.

### **I.3 Standards**

The goods supplied under this contract shall conform to the standards mentioned in the specifications, and, when no applicable standard is mentioned, the authoritative standards appropriate to the goods' country of origin shall apply. Such standard shall be the latest issued by the concerned institution.

### **I.4 NA**

### **I.5. NA**

### **I.6. Performance security**

1. On receipt of notification of award, the Vendor shall furnish performance security to CTD in accordance with bid document requirement.
2. The proceeds of the performance security shall be payable to the CTD as compensation for the supplier's failure to complete its obligations under the contract.

3. The performance security shall be denominated in Indian rupees or in a freely convertible currency acceptable to CTD and shall be in one of the following forms:
  - a. A bank guarantee or an irrevocable letter of credit, issued by a reputed bank located in India with at least one branch office in Hyderabad, in the form provided in the bidding document or another form acceptable to the CTD; or
  - b. A cashier's cheque or banker's certified cheque or crossed demand draft or pay order drawn in favour of the CTD.
4. The performance security will be discharged by the CTD and returned to the Vendor not later than thirty (30) days following the date of completion of all formalities under the contract. It should be valid till one year beyond the end of contract period.
5. In the event of any contract amendment, the vendor shall, within 15 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the balance duration of the Contract.

### **I.7. Manuals and drawings**

1. Before the goods and services are taken over by the user, the Vendor shall supply operation and maintenance manuals, (together with drawings of the goods and services where applicable).
2. The manuals and drawings where ever applicable shall be in English or Telugu.
3. At least one set of the manuals should be supplied for each installation sites.
4. Unless and otherwise agreed, the goods and services shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the user.
5. Submission of Manuals and drawings are not mandatory. If the bidder is having manuals and drawings, one set of the same may be submitted to CTD at the time of signing of the contract.

### **I.8. Inspection and acceptance tests**

1. Inspection and tests prior to shipment of Goods and at final acceptance are as follows:
  - a. Inspection of the goods shall be carried out to check whether the goods are in conformity with the specifications mentioned in the bid document. The vendor will dispatch the goods to the ultimate destination after internal inspection testing along with the supplier's inspection report, manufacturer's warranty certificate. The CTD will test the equipment after completion of the installation and commissioning at the site of the installation.
  - b. Should any inspected or tested goods fail to conform to the specifications the CTD may reject the goods, and the vendor shall either replace the rejected goods or make alterations necessary to meet specification requirements free of cost to the CTD/user.
  - c. Nothing in this clause shall in any way release the vendor from any warranty or other obligations under this contract.
  - d. The acceptance test will be conducted by the CTD, their consultant or any other person nominated by the CTD, at its option. There shall not be any additional charges for carrying out acceptance tests. Any reduction in

functional requirements, and performance specifications shall be ground for failure.

- e. In the event of the goods supplied failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the CTD reserves the rights to get the equipment replaced by any other supplier at the cost of bidder.

#### **I.9. Acceptance certificates:**

On successful completion of acceptability test, receipt of deliverables etc, and after CTD is satisfied with the working of the goods supplied, the acceptance certificate signed by the vendor and the representative of the CTD will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the goods supplied.

#### **I.10. NA**

#### **I.11. Delivery and documents**

1. Delivery of the goods/services shall be made by the vendor in accordance with the terms specified in the Schedule of requirements. The details of shipping and / or other documents to be furnished and submitted by the vendor are specified below.

Upon delivery of the goods to the user, the vendor shall notify the CTD and mail the following documents to the CTD:

1. Four copies of the Vendor invoice showing goods description, quantity, unit price total amount;
2. Delivery note, or acknowledgement of receipt of goods from the user;
3. Manufacturer's or Supplier's warranty certificate;

#### **I.12. Insurance**

It is suggested that the goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery up to user site. The insurance should be for replacement value from "Warehouse to warehouse (final destination)" on "All Risks" .

#### **I.13. Transportation**

Transport of the goods to the project site(s) shall be arranged by the vendor at his cost.

#### **I.14. Installation and commissioning:**

The vendor is responsible for all unpacking, assembling, wiring, installations, cabling between units. The vendor will test all goods operations and accomplish all adjustments necessary for successful and continuous operation of the goods at all installation sites.

#### **I.15. NA**



## **I.16. NA**

### **I.17. Warranty**

1. The Vendor warrants that the goods and services supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The Vendor further warrants that all goods and services supplied under this contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Vendor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
2. The warranty period shall be as stated in bid document. The Vendor shall, in addition, comply with the performance guarantees specified under the contract. If, for reasons attributable to the Vendor, these guarantees are not attained in whole or in part, the Vendor shall, make such changes, modifications, and/or additions to the goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract at its own cost and expenses and to carry out further performance tests.
3. CTD/user shall promptly notify the Vendor in writing of any claims arising under this warranty.
4. Upon receipt of such notice, the Vendor shall, within the period specified in GCC and with all reasonable speed, repair or replace the defective goods and services or parts thereof, without costs to the user .
5. If the Vendor, having been notified, fails to remedy the defect(s) within a reasonable period, the CTD/user may proceed to take such remedial action as may be necessary, at the vendor's risk and expense and without prejudice to any other rights which the CTD /user may have against the Vendor under the contract.

### **I.18. Warranty service**

1. Free maintenance services shall be provided by the vendor during the period of warranty.
2. The maximum response time for maintenance complaint from any of the destination (i.e. time required for supplier's maintenance engineers to report to the installations after a request call/telegram is made or letter is written ) shall not exceed 48 hours (2 days).
3. During the warranty period if any goods fails, same shall be replaced with new goods of same technical specification or higher with in 96 (4 days) hours of complaint login.
4. The amount of penalty if any, will be recovered at source from the Performance security during the warranty period.

### **I.19. Payment**

1. The vendor's request(s) for payment shall be made to the CTD in writing, accompanied by an invoice describing, as appropriate, the goods/service delivered/performed.
2. Payments shall be made promptly by the CTD, but in no case later than (30) days after submission of a valid invoice or claim by the vendor.

3. The currency of payment will be Indian rupees.
4. Payment shall be made as indicated in the bid document.
5. As Data centre is common for both the States of Telangana and Andhra Pradesh, the Payment will be made by Telangana and Andhra Pradesh CTDs in the ratio of 41.68% and 58.32% respectively. The invoices must be raised in the name of respective Commissioners in the specified ratios.

#### **I.20. Prices**

Prices charged by the Vendor for goods delivered and services performed under the contract shall not vary from the prices quoted by the Vendor in its bid, with the exception of any price adjustments authorised in special conditions of contract or in the request for bid validity extension, as the case may be.

#### **I.21. NA**

#### **I.22. Contract amendment**

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

#### **I.23. Assignment**

The Vendor shall not assign, in whole or in part, its obligations to perform under this Contract.

#### **I.24. Subcontracts**

The Vendor shall not sub contract , in whole or in part, its obligations to perform under this Contract.

#### **I.25. Delays in the supplier's performance**

1. Delivery of the Goods and performance of the services shall be made by the Vendor in accordance with the time schedule specified by the CTD in the bid document.
2. If at any time during performance of the Contract, the Vendor or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the Vendor shall promptly notify the CTD in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the vendor's notice, CTD shall evaluate the situation and may at its discretion extend the Vendor's time for performance, with or without penalty.
3. A delay by the Vendor in the performance of its delivery obligations shall render the vendor liable to the imposition of appropriate penalty, unless an extension of time is agreed upon by CTD with out penalty.

#### **I.26. Penalties**

If the Vendor fails to deliver any or all of the goods or perform the services within the time period(s) specified in the Contract, the CTD shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price and or performance security, as penalty, a sum equivalent to, as per the terms indicated in the bid document, until actual delivery or performance, subject to maximum limit. Once the maximum is reached, the CTD may consider termination of the contract.

#### **I.27. Termination for default**

1. The CTD, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Vendor, may terminate the Contract in whole or in part:
  - a. If the Vendor fails to deliver any or all of the Goods/services within the time period(s) specified in the contract, or within any extension there of granted by the CTD or
  - b. if the Vendor fails to perform any other obligation(s) under the Contract or
  - c. if the Vendor, in the judgement of the CTD has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
2. In the event the CTD terminated the contract in whole or in part, CTD may procure, upon such terms and in such manner as it deems appropriate, goods or services similar to those undelivered, and the Vendor shall be liable to the CTD for any excess costs for such similar goods or services. However, the Vendor shall continue performance of the contract to the extent not terminated.

#### **I.28. Force majeure**

1. The Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the CTD in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
3. If a Force Majeure situation arises, the Vendor shall promptly notify the CTD in writing of such condition and the cause thereof. Unless otherwise directed by the CTD in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

#### **I.29. Termination for insolvency**

CTD, may at any time terminate the contract by giving 30 days written notice to the Vendor if the Vendor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue there after to the CTD.

### **I.30. Termination for convenience**

1. CTD, may at any time by giving 30 days written notice to the Vendor, terminate the Contract, in whole or in part, for its convenience. The notice of termination shall specify that termination is for the CTD/Purchaser's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.
2. The goods that are complete and ready for shipment within thirty (30) days after the vendor's receipt of notice of termination shall be accepted by the CTD at the contract terms and prices. For the remaining Goods, the CTD may elect to have any portion completed and delivered at the contract terms and prices at its discretion.

### **I.31. Resolution of disputes**

1. The CTD and the Vendor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
2. If, after thirty (30) days from the commencement of such informal negotiations, the CTD and the Vendor have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified here in. These mechanisms may include, but are not restricted to, conciliation mediated by a third party.
3. The dispute resolution mechanism shall be as follows:
  - a. In case of a dispute or difference arising between the CTD and the Vendor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, of India,1996.
  - b. Each party shall have the right to appoint one arbitrator and the third arbitrator shall be appointed by Indian Council of Arbitration.
  - c. The arbitration proceedings shall be conducted at Hyderabad in English language.

### **I.32. Governing language**

The contract shall be written in English or Telugu. All correspondence and other documents pertaining to the contract which are exchanged by the parties shall be written in same languages.

### **I.33. Applicable law**

The contract shall be interpreted in accordance with appropriate Indian laws.

### **I.34. Notices**

1. Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by telex, email, cable or facsimile and confirmed in writing to the other party's address.

2. A notice shall be effective when delivered or tendered to other party whichever is earlier.

**I.35. Taxes and duties**

The vendor shall be entirely responsible for all taxes, duties, license fee, Octroi, road permits etc. incurred until delivery of the contracted Goods/services at the site of the user or as per the terms of tender document if specifically mentioned.

**J. Special Conditions of Contract (SCC)**

NIL

**Bid letter form**

From:  
(Registered name and address of the bidder.)

To:  
Commissioner, Commercial Taxes,  
CT Complex, MJ Road, Nampally,  
Hyderabad, Telangana. 500 001

Sir,

Having examined the bidding documents and amendments there on, we the undersigned, offer to provide goods/services/execute the works including supply, delivery installation of goods supplied in conformity with the terms and conditions of the bidding document and amendments there on, for the following project in response to your tender call dated .....

Project title:

We undertake to provide goods/services/execute the above project or its part assigned to us in conformity with the said bidding documents in accordance with the schedule of prices attached herewith and coverage options made by CTD or its user organisation.

If our bid is accepted, we undertake to;

1. provide goods/services/execute the work according to the time schedule specified in the bid document,
2. obtain the performance guarantee of a bank in accordance with bid requirements for the due performance of the contract, and
3. agree to abide by the bid conditions, including pre-bid meeting minutes if any, which remain binding upon us during the entire bid validity period and bid may be accepted any time before the expiration of that period.
4. We understand that you are not bound to accept the lowest or any bid you may receive, nor to give any reason for the rejection of any bid and that you will not defray any expenses incurred by us in bidding.

Place: Bidder's signature  
Date: and seal.

**Contract form**

THIS AGREEMENT made the ..... day of ..... (year).. Between the Commercial Tax Department (hereinafter "the CTD") of one part and ..... (Name of Vendor) of ..... (City and Country of Vendor) (hereinafter "the Vendor") of the other part:

WHEREAS the CTD is desirous that certain solution, service and materials, as described in the bid document and briefly outlined below, should be provided by the Vendor.

Date of tender call:

Title of the project:

Brief outline of the work:

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

In this agreement words and expression shall have the same meanings as are respectively assigned to them in the bid document referred to.

The following documents shall be deemed to form and be read and construed as part of this Contract, viz..

1. bid document(s)
2. pre - bid conference minutes if any,
3. clarification on bid document issued if any,
4. financial Bid of the Bidder
5. CTD notification of award.

In case of conflict among documents mentioned above, the documents mentioned above in reverse order will prevail over other documents. In consideration of the payments to be made by the CTD to the Vendor as hereinafter mentioned, the Vendor hereby covenants with the CTD to provide the goods and services (solution, service and materials) and to remedy defects therein in conformity, in all respects, with the provisions of the contract.

The CTD hereby covenants to pay the Vendor in consideration of the provision of the goods and services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

Brief particulars of the goods and services which shall be supplied / provided by the Vendor are as under:

Item Description	Rate Contract Price (Rs)	Remarks



Item Description	Rate Contract Price (Rs)	Remarks

IN WITNESS whereof the parties hereto have caused this Agreement executed the day and year above written.

Signed, and delivered by

Signed, and delivered by

For the Vendor.

For Commercial Tax Department

Vendor's common seal:

CTD common seal:

Place

Place:

Date:

Date:

In the presence of:

Witness 1:

Witness2:

**CTD. Ref. No.....**

**Bid security (EMD)**

1. DD No
2. Date:
3. Name of the Bank
4. Amount:



**Annexure 2**

**CTD Ref. No.....**

**Performance security form**

(To be issued by a bank scheduled in India and having at least one branch in Hyderabad )

To: ..... (Address of CTD)

WHEREAS ..... (Name of Vendor) hereinafter called "the Vendor" has undertaken, in pursuance of Contract No..... dated, ..... (Date), to supply ..... called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Vendor shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

WHEREAS we have agreed to give the Vendor a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Vendor, up to a total of Rs. ....(Rupees.....) and we undertake to pay you, upon your first written demand declaring the Vendor to be in default under the Contract and without cavil or argument, any sum or sums within the limit of Rs..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the ..... day of ..... (Date)

Place: Signature of guarantors

Date: and seal.

### **Annexure 3**

#### **Manufacturer authorisation**

The authorisation may be in the nature of a letter, memorandum or certificate regularly granted by the manufacturer to its channel partners, authorised solution providers, system integrators, distributors, etc. or a specific letter issued for purposes of this bid.

Such communication should include statements / undertakings from the said manufacturer to the following effect.

1. Guarantee and warranty coverage in respect of the goods and services manufactured by the said manufacturer shall be honoured by that manufacturer, their channel partners, distributors, authorised service centres as the case may be.
2. The manufacturer provides back to back technical support to the said bidder on a continuing basis.
3. The said bidder is authorised to provide goods/service and solutions.

Note: The letter of authority should be signed by a person competent and having the power of attorney to bind the manufacturer.

**Form P-1**  
**Bidder Information**

1	Name of the organisation	
2	Year of establishment	
3	Registered Office Address	
4	Phone No.	
5	Fax No.	
6	Email	
7	Whether Manufacturer?	Yes/No. If yes, Provide relevant documents
9	Whether Authorised Dealer/ Service provider	Yes/No. If yes, Provide relevant documents
11	Details of EMD furnished	1. DD No  2. Date:  3. Name of the Bank  4. Amount:  (OR) Bank guarantee in the prescribed proforma
12	Details of certificates, if any, enclosed.	

**Form P -2**

**Turn over details of UPS Batteries**

Sl. No.	Item Name	Financial Year	Nos. sold	Amount (Rs in Lakhs)
1	UPS Batteries	2011-12		
		2012-13		

**Form P -3**

**List of Major Customers**

<b>Sl.No</b>	<b>Customer Full address</b>	<b>Year of supply</b>	<b>Item Description</b>	<b>Turn Over Under Form P-2 (Rs in Lakhs)</b>

**Form P -4**

**Details of service centres in Telangana and AP**

<b>S.No</b>	<b>Full Address of service centre</b>	<b>Contact person with phone No.</b>	<b>No. of support Engineers at service centre</b>



**Form T -1**

Sl. No	Item	Brand	Specification Required	Specification of proposed item	Specification Higher/Lower
	UPS Battery Ratings		12 V 65, 100, 120 and 130 Panasonic / Quanta AH Batteries		

**Form T - 2****Check List****Compliance/agreed/enclosed/ deviation statement.**

The following are the particulars of compliance/deviations from the requirements of the tender specifications.

Bid document reference	Remarks
1. Delivery period	
2. Form P-1	
3. Form P-2	
4. Form P-3	
5. Form P-4	
6. Form P-5	NA
7. Form P-6	NA
8. Form T-1	
9. Form T-2	

10. Form T-3	NA
11. Form F-1	
12. Form F-2	NA
14. Pre-qualification criterion	
15. Technical specifications	
16. Financial bid format	
17. General instruction to bidders	
18. Standard procedure for bid evaluation	
19. General condition of proposed contract(GCC)	
20. Special Conditions of proposed contract (SCC)	

The specifications and conditions furnished in the bidding document shall prevail over those of any other document forming a part of our bid, except only to the extent of deviations furnished in this statement.

Place:

Bidder's signature

Date :

and seal.

NOTE: For every item appropriate remarks should be indicated like 'no deviation', 'agreed', 'enclosed' etc. as the case may be..

**Form F-1**

Price schedule for goods/ services offered (Value in Rs.)

S. No	Item	Brand	Model	All inclusive unit price i.e Unit Price inclusive of all taxes, freight, incidental charges, insurance, etc. after deducting buy back value of each battery <b>( IN FIGURES)</b>	All inclusive unit price i.e Unit Price inclusive of all taxes, freight, incidental charges, insurance, etc. after deducting buy back value of each battery <b>( IN WORDS)</b>
	2	3	4	5	6
	12 V 65,100, 120 and 130 AH Panasonic / Quanta Batteries				

Place:

Date:

(Signature of Bidder  
&  
Seal of the bidder)

**Annexure-4**

<b>DIVISION</b>	<b>CIRCLE NAME</b>	<b>CIRCLE ADDRESS</b>	<b>PHONE NO</b>
Commissioner of Commercial Taxes	Head Office	Commissioner of Commercial Taxes, Opp Handloom House, M.J. Road, Nampally, Hyderabad – 500 001.	040-24602837

**END OF DOCUMENT**