



TENDER DOCUMENT

No. 4-50/IT/ICFRE/2013-14/406. dated 29.12.2014

FOR

MAINTENANCE CONTRACT OF UNINTERRUPTIBLE POWER SUPPLY (UPS)



INFORMATION TECHNOLOGY DIVISION
INDIAN COUNCIL OF FORESTRY RESEARCH & EDUCATION
P.O. NEW FOREST, DEHRADUN 248 006


Asstt. Director General
(I.T. and Forestry Statistics)
Indian Council of Forestry
Research & Education
P.O.-New Forest, Dehradun



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 Asstt. Director General
 (I.T. and Forestry Statistics)
 Indian Council of Forestry
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 P.O.-New Forest, Dehradun



1. TENDER SCHEDULE

(a)	Sale of Tender Form	From 29.12.2014 upto 12 Noon on 19.01.2015 (on all working days)
(b)	Last date & time for receipt of bids	19.01.2015 by 2.30 PM
(c)	Opening of tenders	19.01.2015 at 3.00 PM
The tenders shall be opened as per schedule in the Board Room of ICFRE (Hqtrs.), Dehradun		
(d)	The duly completed tenders are to be submitted to :	The Assistant Director General(IT & FS), Room No. 31, Indian Council of Forestry Research & Education, Head Quarter, PO- New Forest, Dehradun - 248006

Note:

- In case the tender documents have been downloaded from the www.icfre.gov.in website or received by post/courier, an additional Demand Draft of ₹ 500/- in favour of DDO, ICFRE, Dehradun, be attached on account of tender document fee. This shall be non-transferable / non-refundable.
- A revised tender document / corrigendum, containing the accepted changes, if any, shall be available from Information Technology Division, ICFRE, free of cost. The vendors who have purchased the tender document shall be communicated the changes as per the address submitted by them. These changes shall also be available on the www.icfre.gov.in website. The perspective bidders must keep themselves updated for such changes through the ICFRE website.
- No tender shall be accepted after last date and time. Bids received after last date and time shall be summarily rejected. ICFRE shall not be responsible for any postal delay or non-receipt/non-delivery of the documents. No further correspondence on this subject will be entertained.

2. INSTRUCTIONS FOR BIDDERS

- The Maintenance Contract prices be quoted for **three years** in the attached list only and in no case any other price list shall be entertained.
- The bidders shall be free to inspect the UPSs during 9.30 AM to 4.30 PM on all working days till a day before the last date of submission of tender document. The ICFRE shall not be liable for any cost incurred on inspection of UPS done by the bidder, however the IT Division, ICFRE shall provide the location details of UPS listed in the **Schedule-1**.

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- (c) The duly filled in tender document is to be submitted on or before the last date and time of submission under sealed cover to:
The Assistant Director General (IT & FS)
Room No-31,
Indian Council of Forestry Research & Education, Head Quarter
P.O. New Forest, Dehradun - 248006

3. **CHECKLIST FOR THE BIDDERS:**

- a) The **first envelope** must enclose following documents and must be marked in bold letter as "**TECHNICAL BID**"
- i) E.M.D. of ₹ 10,000/- (Rupees Ten thousand only).
 - ii) Dully filled **Form 1** : Format of Curriculum Vitae (CV) of Proposed Key Staff with the following precautions
 - a) The majority of the key professional staff proposed must be permanent employees of the firms.
 - b) Proposed staff must have sufficient experience in maintenance and repair of UPS.
 - b) Alternative to key professional staff may be proposed with persons having equivalent qualification and separate C.V. with latest passport size photographs be submitted for each position.
 - iii) Dully filled **Form 2** : Assignment of Similar Nature & Magnitude Successfully Completed During last 5 years.
 - iv) Documentary proof of Maintenance Contract of similar quantum and nature being done by the bidder, one of which must be for a government organization during last two financial years.
 - v) Performance certificates for rendering satisfactory services in respect of at least one Maintenance Contracts handled by the bidder (with at least one certificate from a government organization having similar quantum and nature of work) during last two financial years.
 - vi) Dully filled **Form 3** : Particulars of the Tenderer.
 - vii) Dully filled in **Form 4**: Bid Proposal Sheet.
 - viii) Proof of Sales Tax paid for Assessment of last two financial years.
 - ix) PAN/TAN allotted to the company by the Income Tax Department.
 - x) A Certificate to the effect that the company is in the business of maintenance of UPS for at least five years (from the authorized signatory of the company) as applicable. With supporting documents.
 - xii) Proof of registration as company / firm.

Handwritten signature
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- xii) Copy of income tax returns filed in last two financial years.
 - xiii) Authorization for signing the bid.
 - xiv) Proof of having a functional office at Dehradun from last 5 years.
- b) The Second envelope must enclose the financial proposal and must be marked in bold letter as "FINANCIAL BID". Rates must be quoted in the **Schedule-1**. The total cost of Schedule-1 will be considered for calculating the L1 bidder.

4. SCOPE OF WORK

- a) The Indian Council of Forestry Research and Education (ICFRE) invites tenders in the prescribed format for Comprehensive Maintenance Contract of three years for UPS for as per the **Schedule-1** at ICFRE Hqrs., Dehradun.
- b) Maintenance Contract is comprehensive and will cover damage and burning of any part of the UPS and regular preventive as well as corrective services to all the UPS as per **Schedule 1**. All kind of cards and components inside the UPS including batteries, cables, connectors, power outlets, etc. on comprehensive basis.
Only Genuine parts with same or higher capacity/ configuration will be accepted, and these shall then become the property of ICFRE.
- c) The firm will depute at least one qualified and certified Resident Engineer with diploma in Computer Hardware and ample experience in maintenance of UPS, equipped with maintenance kits comprising of tool box, diagnostic software and hardware and any other tools and tackles. The engineer will report to the Scientist D and Incharge, Cell-I, Information Technology Division, ICFRE on all working days from 9:00 a.m. to 5:30 p.m. In addition to this, the firm must have a local backup support of a qualified Personnel, to take responsibilities of excessive work load and be ready to provide expertise, in need so arises. They may have to report even on holidays and after normal working hours during emergencies for which no extra charges would be paid. Engineer deputed shall be changed with the prior permission of the Head, IT Division, ICFRE. Frequent changes of the engineer shall not be allowed.
- d) Preventive maintenance will be carried out during the last month of each quarter. On no account, equipment or its accessories shall be allowed to be taken out of its normal installed location. Only replacement of sub assemblies of the whole unit on a like - by - like or later version basis will be permissible and the replacement of such assemblies should be done with the written approval of Head, IT Division. No parts will be swapped between any two UPS.
- e) The firm will keep fairly good stock of components at the site with the resident engineers so as to minimize the downtime of UPS.



- f) The firm shall provide new and genuine spare parts, assemblies and sub-assemblies in place of such items which develop defects/suffer breakdown during Maintenance Contract. These replaced parts shall be of same or higher configurations by the firm at their own cost after obtaining permission from ICFRE. The replaced part will be the property of ICFRE soon after installation.
- g) The firm shall attend to and rectify the minor complaints on the same day. In case of major complaints, the equipment shall be set right and restored in working conditions within two days for the date of reporting of the fault. However, after deciding that it is a major fault, a standby unit shall have to be provided by the firm normally on the same day and, in case, not later than 12.00 noon on the following day, so that the work of the user/section does not suffer.
- h) The firm shall be required to hand over all the equipment in working condition at the time of end / termination of the contract, otherwise the equipment found faulty, shall be made good at his risk and cost, by arranging its repair from external agencies. The accrued cost on such repairs, if any, shall be deducted from the liable payments/performance guarantee as applicable.

5. GENERAL TERMS AND CONDITIONS

- a) While submitting the bid, the bidder shall be deemed to have read, understood and accepted all the terms and conditions stated in this Tender Document.
- b) The bidder shall indicate the complete address of the Company / Office and Service Centre along with the name(s) of the contact person(s) and their telephone / Fax / Mobile Nos.(s) and other particulars as per **Form 3**.
- c) The bidder will have to furnish **Rs. 10,000/- (Rupees Ten thousand only)** as **Earnest Money Deposit** in the form of FDR / Bank Guarantee issued by any nationalized bank located at Dehradun, in favour of DDO, ICFRE valid for atleast six months. EMD of the successful bidder is liable to forfeited as per rules, if firm fails to honour the contract when awarded.
- d) The date of opening of financial bids shall be intimated separately, only to the bidders who qualify the technical evaluations.
- e) Acceptance of the bid shall be communicated to the successful bidder through a formal Letter of Intent (LoI).
- f) With fifteen days of issue of Letter of Intent (LoI) the successful bidder shall :
 - Sign a 'Comprehensive Maintenance Contract for the period of three year', on a stamp paper of Rs. 100/- to be furnished by him.
 - Furnish a Performance Guarantee (as per the **Form 5 of tender**

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(I.T. and Forestry Statistics)
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document) issued by a Nationalised Bank in favour of DDO, ICFRE, Dehradun, having validity of three months beyond the date of expiry of the Contract, for an amount equivalent to 15% of the total contract value.

- Furnish a dully acknowledged Pre- Maintenance Contract list of hardware taken over by him as a part of the maintenance agreement.
- g) The vendor shall ensure the Commencement of Assignment within fifteen days from issue of letter of intent through submission of letter of acceptance accompanied with requisite Performance Guarantee, ₹ 100/- Stamp paper and a Pre- Maintenance Contract List of hardware to be put into Maintenance Contract as detailed in previous para. The delay in commencement of assignment attributed to the vendor shall amount to a default and forfeiture of EMD received along with the tender document.
- h) The firm shall take over the UPS from the preceding firm in working condition. However, the inspection of newly added UPS will be done before the start of Maintenance Contract along with a person deputed from the IT Division, so that the working status of the UPS could be checked and the UPS added to the list of UPS under Maintenance Contract.
- i) The ADG (IT&FS), reserves with him the right of subsequent addition of UPS to Maintenance Contract due to any reason like transfer / expiry of warranty etc. The equipment shall be deemed under the contract from the date of its inclusion and its payment shall be admissible from its effective date of inclusion only.
- j) The ADG (IT&FS), reserves with him the right of exclusion of UPS in the Maintenance Contract, as and when required, under intimation to all concerned. The payment of such exclusions shall be adjusted accordingly.
- k) In case the downtime of UPS increases beyond two working days, a penalty will be imposed at the rate of Rs. 50/- per day per UPS for each subsequent day.
- l) The inordinate absence of the engineer shall invite penalty to the firm. An amount of ₹ 250/- per engineer / per day shall be deducted from the corresponding quarterly payments for every absence of the posted engineer. The engineer(s) may have to report after regular working hours and on holidays in case of emergency, for which the ICFRE shall not be liable to make any extra payments.
- m) It shall be the liability of the firm to carry out onsite corrective maintenance and in no case it shall be allowed to take the UPS out of the campus without the permission of Scientist D and Incharge, Cell - I, IT Division.

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Asstt. Director General
(I.T. and Forestry Statistics)
Indian Council of Forestry
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- n) The resident engineers shall submit reports on a regular basis to Scientist D and Incharge, Cell - I, IT Division, ICFRE, of all the UPS serviced / repaired / maintained during the quarter along with call slips / service slips / maintenance slips duly signed by the users. Separate reports on prescribed formats shall be furnished for preventive and corrective maintenance.
- o) Initially the Maintenance Contract will be valid for a period of three year, but the Assistant Director General (IT & FS) will have the discretion to extend/curtail the contract period in the interest of ICFRE, as the situation may be.
- p) In any case the bidder shall have to quote the prices for all the listed UPS.
- q) EMD of Rs. 10,000/- (Rupees Ten thousand only) is liable to be forfeited if wrong information is furnished as regards to the technical and financial proposals.
- r) Conditional tenders are liable to be rejected.
- s) The Assistant Director General (IT & FS), Indian Council of Forestry Research & Education, Dehradun reserves the right to reject any or all tenders without assigning any reasons.

6. **CONTRACT**

- (a) The "Scope of Work" and "General Terms and Conditions" as given in this tender document shall form part of the contract.
- (b) If any part of the contract does not correspond or agree with any other part, or if any question arises as to the meaning of the terms of the contract or as to the performance of the work, Assistant Director General (IT & FS), ICFRE shall determine the matter and his decision shall be final and binding upon the parties hereto.
- (c) The contract when executed by the parties hereto shall constitute the entire contract between the parties in connection with the works covered, and shall be binding upon the parties hereto or upon either of them unless the said modification shall be in writing and duly executed by ICFRE and the firm.
- (d) The contract shall not be assigned or sublet in whole or in part by the firm without prior written consent of Assistant Director General (IT & FS), ICFRE. Any assignment or subletting of this contract by the firm or any interest therein, or of any money due or to become due by reason of the terms hereof, shall be null and void without prior written consent of Assistant Director General (IT&FS), ICFRE having been obtained.
- (e) The Assistant Director General (IT&FS) has the powers to cancel the contract at one week notice, if the services of the firm are found unsatisfactory or otherwise.
- (f) The initial contract shall be valid for a period of three year subject to

Bansal
Asstt. Director General
(I.T. and Forestry Statistics)
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Research & Education,
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satisfactory fulfillment of the obligations under the contract. ICFRE reserves the right to renew/extend the contract on the same terms and conditions in case the ICFRE feels the necessity to do so.

- (g) This contract shall not be deemed an asset of the firm in any form.
- (h) No legal proceedings to enforce any claim and no suite arising out of this contract shall be instituted except in a court of competent jurisdiction over Dehradun, Uttarakhand.

7. PAYMENT TERMS

- (i) Payment will be made after the satisfactory completion of work in each quarter on receipt of bill in triplicate along with Preventive Maintenance Reports (on prescribed formats) in respect of each individual equipment duly acknowledged by the user. Payment will be released after deduction of penalties accrued due to unsatisfactory maintenance, as a result of scrutiny of preventive maintenance reports and other service level agreements, submitted along the bill. Such deductions shall be binding on the firm.
- (ii) The payment is subject to TDS as per Income Tax Rules / Laws. The ICFRE shall deduct such taxes, duties and any other statutory levies imposed by the Government on such charges as may arise from the implementation of the contract agreement.
- (iii) No claim on account of sales tax, service tax, VAT, work contract tax or any other taxes and duties presently in force for the material used for execution of the work awarded under the contract, will be entertained and all such taxes and duties shall be borne by the firm.
- (iv) The violation of any of these terms and conditions mentioned in the Tender Document, the whole or part of Performance Guarantee shall be liable for forfeiture, as decided by the Assistant Director General (IT&FS). Such decisions shall be the binding on the firm

8. PREPARATION OF PROPOSAL

The proposals must consist of two separate sealed envelopes as follows:

The **first envelope** must enclose following documents and must be marked in bold letter as "TECHNICAL BID" and the **Second Envelope** must enclose the Financial proposal and must be marked in bold letter as "FINANCIAL PROPOSAL". Both the envelopes must be sealed in a separate outer envelope and must be clearly marked "DO NOT OPEN EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE" and "TENDER FOR MAINTENANCE CONTRACT OF UPS".

A. The **first envelope** marked in bold letter as "TECHNICAL BID" and **must contain the following documents :**

E.M.D. of ₹ 10,000/- (Rupees Ten thousand only).

Handwritten signature
Asstt. Director General
(I.T. and Forestry Statistics)
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- ii) Dully filled **Form 1** : Format of Curriculum Vitae (CV) of Proposed Key Staff with the following precautions
- The majority of the key professional staff proposed must be permanent employees of the firms.
 - Proposed staff must have sufficient experience in maintenance and repair of UPS.
 - Alternative to key professional staff may be proposed with persons having equivalent qualification and separate C.V. with latest passport size photographs be submitted for each position.
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- vi) Dully filled **Form 3** : Particulars of the Tenderer.
- vii) Dully filled in **Form 4**: Bid Proposal Sheet.
- viii) Proof of Sales Tax paid for Assessment of last two financial years.
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- x) A Certificate to the effect that the company is in the business of maintenance of UPS for at least five years (from the authorized signatory of the company) as applicable. With supporting documents.
- xi) Proof of registration as company / firm.
- xii) Copy of income tax returns filed in last two financial years.
- xiii) Authorization for signing the bid.
- xiv) Proof of having a functional office at Dehradun from last 5 years.
- B. The **Second Envelope** must enclose the Financial proposal and must be marked in bold letter as "**FINANCIAL PROPOSAL**". Rates must be quoted in the **Schedule-1**. The cost of **Schedule-1** will be considered for calculating the L1 bidder.

Note: Only those firms which having their own well established setup at Dehradun with a team of qualified personnel would be considered for comprehensive Maintenance Contract. OEM and their authorized representatives shall be given preferences.

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Asstt. Director General
Indian Council of Forestry
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9. SUBMISSION OF PROPOSAL

Technical Bid and Financial Bid should be sealed in two separate envelopes and then the two envelopes in turn sealed in a common envelope. The proposals should be clearly distinguished by writing on the cover, "Technical Bid" and "Financial Bid". The outer envelope must be clearly marked "DO NOT OPEN EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE" and "TENDER FOR MAINTENANCE CONTRACT OF UPS"

The proposal must contain no interlineations or overwriting except as necessary to correct errors made by the concerned themselves, in which cases such corrections must be initialed by the person or persons signing the proposal. Completed proposal must be delivered on or before the stated time and date.

10. PROPOSAL EVALUATION

The bid shall be checked for all qualifying and technical documents submitted by the bidder in the first envelope and disqualification amongst these documents will lead to rejection of the proposal in toto.

Technical Evaluation

The evaluation committee will carry out its evaluation applying the evaluation criteria and point system as specified below. Each bid will be attributed a technical score (St).

The points given to technical evaluation criteria are

i)	Firms relevant experience	35
ii)	Quantum of similar jobs in hand	35
iii)	Technical manpower available with the firm and their relevant experience and Technical qualifications of the proposed key staff	30
	Total	100

The bidder must score at least 70 points out of 100 in the technical evaluation to be considered for financial evaluation.

Financial Evaluation

The evaluation committee will determine if the financial proposals are complete and without computational errors. The total cost of the proposal shall be the total computed with the quoted rates as per the number of UPS in Schedule-1. The lowest financial proposals (FM) will be given a financial score (Sf) of 100 points. The financial scores of other proposals will be computed as follows : $Sf = 100 \times FM/F$ (Where F is amount of financial proposal).

Overall Evaluation

Proposal will finally be ranked according to their combined technical score (St) and financial score (Sf) scores using the weights $S = St \times T\% + Sf \times F\%$.

The weight (T%) given to the Technical Proposal is 65%

The weight (F%) given to the Financial Proposal is 35%

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11. DISPUTE RESOLUTION

- a) **Informal dispute resolution:** The parties agree to attempt to resolve all disputes arising under the Agreement, through negotiation, in good faith and using their best endeavors. To this end, the parties agree to provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate discussions between them/their representatives or senior officers.
- b) **Arbitration:** Except where otherwise provided in the contract all questions and disputes whatsoever in any way arising out of or relating to the contract or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the consultancy or after the completion or abandonment thereof shall be referred to the sole arbitration of the person appointed by the Director General, Indian Council of Forestry Research and Education, Dehradun on his behalf at the time of dispute. There will be no objection to any such appointment that the arbitrator so appointed is an employee of ICFRE, or government servant or that he had to deal with the matters to which the contract relates or that in the course of his duties as employee of ICFRE, or government servant, he had expressed views on all or any of the matters in dispute of differences. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason shall be replaced by another person as decided by Director General, ICFRE, to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It shall also be a term of the contract that no person other than a person appointed by the Director General, ICFRE should act as arbitrator and if for any reason, that is not possible, the matter is not to be referred to arbitration at all. In all cases where the amount of the claim in dispute is Rs. 50,000/- and above, the arbitrator shall give reasons for the award.
- c) Subject as aforesaid, the provisions of the Arbitration and Conciliation Act 1996 or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- d) Services under the contract shall, notwithstanding the existence of any such dispute, question or controversy, continue during arbitration proceedings and no payment, due or payable by ICFRE or the firm shall be withheld on account of such proceedings unless such payments are the direct subject of the arbitration. Reference to arbitration shall be a condition precedent to any other action at law.

This Clause will survive the termination or expiry of this Agreement.


Anand
Asst. Director General
Indian Council of Forestry Research & Education
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12. FORCE MAJEURE

- a. The performance of the obligations of either party under this Agreement is subject to Force Majeure.
- b. If a Force Majeure situation arises, either party shall promptly notify to the other party in writing of such conditions and the cause thereof. Unless otherwise directed by ICFRE in writing, the vendor shall continue to perform its obligations under this agreement, as far as it is reasonably practical. Either party reserves the right to terminate this contract, without any additional liabilities to either party, if the Force Majeure period continues for more than 90 (Ninety days).

Assistant Director General (IT&FS)
ICFRE, Dehradun

**Asstt. Director General
(I.T. and Forestry Statistics)
Indian Council of Forestry
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P.O.-New Forest, Dehradun**



FORM 1

**FORMAT OF CURRICULUM VITAE (C.V.)
FOR PROPOSED KEY STAFF**

Proposed Position :
Name of Firm :
Name of Staff :
Profession :
Date of Birth :
Years with Firm : Nationality :
Membership of Professional Societies :

Details of Tasks Assigned :

Key Qualifications :

(Give an outline of staff member's experience and training most pertinent to task on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use up to half of a page).

Technical qualification :

(Summarize specialized qualification of staff member, giving names of institutes organisations, attended and degrees, diploma, certificates obtained. Use up to quarter page).

Employment Record :

(Starting with present position, list in reverse order, every employment held. List all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use up to three quarters of a page).

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Signature of the proposed key staff be attested by the employer firm.



FORM 2
ASSIGNMENT OF SIMILAR NATURE & MAGNITUDE SUCCESSFULLY
COMPLETED DURING LAST 5 YEARS

Outline of recent experience on assignments of similar nature

Sl. No.	Name of Assignment	Description and No. of UPS handled / maintained	Cost of assignment	Date of commencement	Date of completion	Was assignment satisfactorily completed	Address of organisation with Phone No. where assignment done
1	2	3	4	5	6	7	8

Note: Please provide documentary evidence for above listed assignments.

D. K. Singh
 Assft. Director General
 (I.T. and Forestry Statistics)
 Indian Council of Forestry
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FORM 3
PARTICULARS OF THE TENDERER

1. Name of the Tenderer : _____
2. Head / Regd. Office Address : _____
 - a) Postal : _____
 - b) Fax. No. : _____
 - c) Telephone No.s (s) : _____
 - d) Email Address : _____
 - e) Website Address : _____
3. Former name of Tenderer (if any) : _____
4. Dehradun Office Address : _____
 - a) Postal : _____
 - b) Fax. No. : _____
 - c) Telephone No.(s) : _____
 - d) Email Address : _____

(Submission of a documentary proof of having a local office at Dehradun is mandatory)

5. Type of Organization : Individual/Partnership/Public Limited/
Private / Proprietary Limited
6. Year of establishment : _____
7. Amount of EMD deposited
 - a) FDR/Bank Guarantee No.: _____
 - b) Bank Detail : _____
 - c) Amount : _____
8. Name and address of the authorized signatory / contact person for this Quotation : _____
9. Whether letter of Authority for attending bid opening enclosed with Quotation ? _____
10. Whether PAN certificate attached? : _____
11. Service Tax / VAT / Sales Tax Regd. No.: _____
12. Whether the Tenderer has ISO Certification ? _____

If yes / whether document attached in technical bid.

Signature of Bidder
Name
Office Seal

Date
Place

Handwritten signature
Asstt. Director General
(I.T. and Forestry Statistics)
Indian Council of Forestry
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P.O.-New Forest, Dehradun



FORM 4
BID PROPOSAL SHEET

Tenderer's Proposal Reference No. & Date: _____
Tenderer's Name & Address : _____
Person to be contacted : _____
Designation : _____
Telephone No. Email: Fax No: _____

To:

The Assistant Director General (IT & FS)
Indian Council of Forestry Research & Education
P.O. New Forest, Dehradun 248006

Sub: Maintenance Contract for UPS

Dear Sir,

1. We, the undersigned Tenderer(s), having read and examined in detail the bidding documents in respect of the above cited maintenance contracts as specified in the tender document.
2. All the prices mentioned in our proposal are in accordance with the terms as specified in the tender document. All the prices and other terms and conditions of this proposal are valid for a period of 90 calendar days from the last date of submission of bids.
3. We do hereby confirm that our bid prices include all taxes including Income Tax, Professional Tax and Service Tax etc.
4. We have studied the Clauses relating to Indian Income Tax and hereby declare that if any Income Tax, Surcharge on Income Tax and any other Corporate Tax is altered under the law, we shall pay the same.
5. We have enclosed the earnest money amounting to Rs. 10,000/- (Rupees ten Thousand only), it is liable to be forfeited in accordance with the provisions of tender document.
6. We further declare that the prices stated in our proposal are in accordance with your terms & conditions in the bidding document.
7. We confirm having submitted in qualifying data as required by you in your tender document. In case you require any further information /documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.
8. We hereby declare that in case the contract is awarded to us, we shall submit the performance Guarantee in the form of Bank Guarantee as per terms of tender document.

[Handwritten Signature]
Asstt. Director General
(I.T. and Forestry Statistics)
Indian Council of Forestry
Research & Education
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9. We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of our knowledge & belief.
10. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
11. We understand that you are not bound to accept the lowest or any bid you may receive or to place part order or to reject any bid or to cancel the tender without assigning reason whatsoever.

Yours faithfully,

(Signature)

Name:

Designation:

Business Address: Seal

Rana
Asstt. Director General
(I.T. and Forestry Statistics)
Indian Council of Forestry
Research & Education
P.O.-New Forest, Dehradun

Date:
Place:



FORM 5
PROFORMA FOR BANK GUARANTEE

(To be Stamped in accordance with Stamp Act if any, of the country for issuing bank)

Ref : _____

Bank Guarantee : _____

Date : _____

Dear Sir,

In consideration of Indian Council of Forestry Research and Education, Dehra Dun (Hereinafter referred as the 'ICFRE', which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s _____ (hereinafter referred to as the 'Vendor', which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) resulting in a Contract Valued for _____ hereinafter called the 'Contract' and after the receipt of the Letter of Intent (LoI) dated _____ with the Vendor and ICFRE having agreed the Vendor shall furnish to ICFRE a Performance Bank Guarantee for Rupees _____ (in words and figures) towards faithful performance of the Contract.

We _____ (Name of Bank) having its Head Office at _____ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the ICFRE immediately on demand an or, all amount payable by the Vendor to the extent of _____ as aforesaid at any time upto _____ any demur, reservation, contest, resource or protest and / or without any reference to the consultant. Any such demand made by the ICFRE on the Bank shall be conclusive and binding notwithstanding any difference between the ICFRE and Vendor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the ICFRE discharges this guarantee.

The ICFRE shall have the fullest liberty without affecting in any way the liability of the Bank under the Guarantee, from time to time to vary the advance or to extend the time of performance of the Contract by the Vendor. The ICFRE shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise or any powers vested in them of any right which they might have against the ICFRE and to exercise the same at any time in any manner, and either to enforce or to forbear to

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enforce any covenants, contained or implied, in the Contract between the ICFRE and Vendor any other course or remedy or security available to the ICFRE. The bank shall not be relieve of its obligations under these presents by any exercise by the ICFRE of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the ICFRE or any other indulgence shown by the ICFRE or by any other matter or thing whatsoever which under lay would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the ICFRE at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the vendor and notwithstanding any security or other guarantee that the ICFRE may have in relation to the vendor's liabilities.

The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the contract and all dues of ICFRE under or by virtue of this contract have been fully paid and its claim satisfied or discharged or till ICFRE discharges this guarantee in writing, whichever is earlier. This Guarantee shall not be discharged by any change in our constitution, in the constitution of ICFRE or that of the Vendor.

The Bank confirms that this Guarantee has been issued with observance of appropriate laws of the country of issue. The Bank also aggress that this Guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of Dehradun.

Notwithstanding anything contained herein above our liability under the guarantee is limited to Rupees _____(in words and figures) and our guarantee shall remain in force until _____(indicate the date of expiry of bank guarantee).

Dated this day of _____ 20__ at _____

Signature & Seal of Authorised Signatory of Bank

Handwritten signature
Asstt. Director General
Indian Council of Forestry
Research & Education
P.O.-New Forest, Dehradun

**Schedule-1****FINANCIAL PROPOSAL****A. LIST OF UPS**

Sl. No.	BRIEF SPECIFICATION	Qty.	Quoted Rate of Maintenance for three years (in Rs.)
1	Hifi (500 VA)	10	
2	CASE 650 VA	1	
3	Way India Cerebral 500 VA	19	
4	Power In (650 VA)	2	
5	APC 0.2 KVA STAT	3	
6	APC 500VA	3	
7	APC650 VA	65	
8	Smart Double Conversion True Online 10 KVA UPS with Hot Synchronization Parallel Redundancy with Batteries for battery bank	02	
9	Luminous 800 VA UPS	48	
	Total	153	

1. Rates quoted are inclusive of all Taxes
2. TDS to be deducted as per Income Tax Rules.

The above number are tentative, the final list as per specification shall be drawn as per the inspection of the UPS done by the service engineer of the firm in presence of the authorized person of Information Technology Division. This office on demand shall provide the comprehensive list for the purpose of survey. The authorized representative of the firm may, if required, check the specifications in case of UPS.

Rahul
 Date:
 Place:
 Asstt. Director General
 (I.T. and Forestry Statistics)
 Indian Council of Forestry
 Research & Education
 P.O.-New Forest, Dehradun

Signature of the Representative of the
 firm with official stamp

