

TENDER DOCUMENT
For
**PURCHASE AND INSTALLATION OF
SEALED MAINTENANCE FREE (SMF) BATTEREIES
UNDER BUYBACK ARRANGEMENT**

TENDER No. ³⁻²¹ / IT/ICFRE/2013-14 ¹²¹⁴ dated 03.07.2014

Earnest Money Deposit of Rs. 20,000/- with minimum six months validity.



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

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

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(I. & Forestry Statistics)
Indian Council of Forestry
Research & Education
P.O.-New Forest, Dehradun

1. TENDER SCHEDULE

(a)	Sale of Tender Form	From 03.07.2014 upto 12 Noon on 18.07.2014 (on all working days)
(b)	Last date & time for receipt of bids	18.07.2014 by 1430 Hrs
(c)	Opening of tenders	18.07.2014 at 1500 Hrs
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 (ICFRE), PO- New Forest, Dehradun

Note:

1. 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.
2. A revised tender document / corrigendum, 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.
3. **No tender shall be accepted after last date and time. Bids received after last date and time shall be summarily rejected. ICFRE shall not responsible for any postal delay or non-receipt/non-delivery of the documents. No further correspondence on this subject will be entertained.**
4. The vendor without fail should submit all required and desired documents along with the tender document. No document of any sort shall be accepted henceforth.
5. **The bids which were received earlier against the already floated tender No:3-21/ IT/ICFRE/2013-14 dated 04.03.2014 shall be opened / evaluated as per the schedule mentioned in tender schedule para 1 of this document. Those vendors who have already submitted the bid against the earlier floated tender no referenced above in this clause, may re-submit the financial bid, if they so desire and in this case current financial bid shall be considered for evaluation.**

2. INSTRUCTIONS TO THE BIDDERS

- (a) The prices for 12 V 120 AH Sealed Maintenance Free (SMF) batteries against buyback of 12 V 110 AH SMF batteries of 80 KVA UPS be quoted in the attached **Schedule 1** only, in no case any other price list shall be entertained.
- (b) The bidders shall be free to inspect the old batteries during 9.30 AM to 4.30 PM on all working days till last date of sale of tender as given in the tender schedule. The ICFRE shall not be liable for any cost incurred

- on inspection of batteries done by the bidder.
- (c) The duly filled in tender documents 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:

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

The **first envelope** must contain following documents and be marked in bold letter as **"TECHNICAL PROPOSAL"**

- i) Earnest Money Deposit in the form of Bank Draft or Bankers Cheque or FDR or Bank Guarantee of a nationalized bank of Rs. 20,000/- payable to DDO, ICFRE, Dehra Dun and valid atleast for six months. Tender Document submitted without Earnest Money Deposit will be treated as invalid and shall not be considered for technical or financial evaluation.
- ii) Dully filled **Form 1** : Assignment of Similar Nature & Magnitude Successfully Completed During last 5 years
- iii) Dully filled **Form 2** : Particulars of the Tenderer
- iv) Dully filled in **Form 3** : Bid Proposal Sheet.
- v) Proof of registration of company / firm.
- vi) Certificate of being the Manufacturers / distributors / authorised partner of the quoted brand and showing capabilities of handling post supply / installation warranty of the supplied goods.
- vii) Proof of Sales Tax paid for recent Assessment Year.
- viii) Proof of PAN/TAN allotted to the company by the Income Tax Department and clearance certificate from Income Tax department for last financial / assessment year.
- ix) Copy of income tax returns filed in last two financial year.
- x) Original literature of the quoted product highlighting the desired specifications as per **Schedule 1** to this document.
- xi) A certificate bearing address of OEM authorised service / support centre and its year of establishment at Dehradun.
- xii) Authorization for signing the bid.
- xiii) Proof of having a functional office at Dehradun from last 5 years.

The **Second Envelope** must enclose the Financial Proposal and must be marked in bold letter as **"FINANCIAL PROPOSAL"**. Rates must be quoted in **Schedule 1** only.

NON SUBMISSION OF ANY OF THE ABOVE LISTED DOCUMENT WILL LEAD TO REJECTION OF THE PROPOSAL IN TOTO.

SCOPE OF WORK

The Indian Council of Forestry Research and Education (ICFRE) invites prices for supply and successful installation of 12 V 120 AH Sealed Maintenance Free (SMF) batteries against buyback of 12 V 110 AH SMF

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list shall be entertained. The prices must be quoted FOR ICFRE Hqtrs., Dehradun both in words & digits inclusive of all Taxes, duties, freight, insurance, installation, forwarding etc. In case of discrepancy, the quoted rates in words will be taken as valid.

- b) The successful installation shall mean the successful integration of the supplied batteries as a battery bank to the existing 80 KVA UPS. The bidder shall be free to inspect the UPS and its battery bank, if he feels so, before participating in the bid.
- c) The offer should be valid for atleast Six Months from the date of opening of tender.
- d) Post Installation on site comprehensive Warranty shall be three years from date of effective successful installation of the supplied batteries.
- e) A proper undertaking for the after sale service being available at Dehradun must be submitted with the tender.
- f) The supplier will replace all batteries found defective during the Warranty/Guarantee period.
- g) Original printed literature of the quoted products is mandatory and must be enclosed with tender.
- h) The stores are required to be delivered in full within 30 days, however the delivery date can be extended further at the discretion of the Asstt. Director General (IT&FS), ICFRE.
- i) The successful bidder shall furnish, a Performance Guarantee issued by a Nationalised Bank in favour of DDO, ICFRE, Dehradun, having validity of 39 (thirty nine months), for an amount equivalent to 15% of the total contract value. The Performance Bank Guarantee as per the Form 4 must be submitted as a token of acceptance of supply order within the stipulated time.
- j) Non-submission of PBG within stipulated time shall amount to a default and shall lead to forfeiture of the EMD.
- k) The performance guarantee shall only be released after ensuring the fitness of the backup system after the completion of the warranty period of three years.

5. GENERAL TERMS AND CONDITIONS

- a) The tender should be accompanied with a Bank Draft or Bankers Cheque or FDR of a nationalized bank of **Rs. 20,000/- payable to DDO, ICFRE, Dehradun and valid for atleast six months as Earnest Money Deposit.** Tender submitted without Earnest Money Deposit will be treated as invalid and shall not be considered for technical or financial evaluation.
- b) To take part in the bid, the bidders must essentially be Original Equipment Manufacturers or their authorized representatives.
- c) The short-listed parties may be asked to provide the batteries for bench marking tests at short notice. The bidders are, therefore, advised to be ready for these tests and demonstrations. The cost of such demonstration, presentation tests shall have to be borne by the bidder party. The disqualification in the test may lead to rejection of the submitted proposal in toto.
- d) Short-listing of a bidders do not confer any rights on any bidder, it only means that the offer made is under consideration.

- e) 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.
- f) 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 2.
- g) Conditional tenders are liable to be rejected.
- h) Offers submitted by telex, telegram or fax shall not be considered.
- i) 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.
- j) In case of any dispute, the decision of Assistant Director General (IT&FS) will be final and shall be binding on both the parties.
- k) The successful bidder shall furnish, a Performance Guarantee issued by a Nationalised Bank in favour of DDO, ICFRE, Dehradun, having validity of 39 (thirty nine months), for an amount equivalent to 15% of the total contract value. The Performance Bank Guarantee (PBG) as per the Form 4 must be submitted as a token of acceptance of supply order within the stipulated time. The non-submission of PBG within stipulated time shall amount to a default and shall lead to forfeiture of the EMD.
- l) EMD is liable to be forfeited if wrong information is furnished as regards to the qualifying, technical and financial proposals.
- m) The Asstt. Director General (IT&FS), ICFRE, Dehradun, reserves the right without assigning any reasons thereof, to :
 - i. Modify or alter any or whole of the specifications of the batteries.
 - ii. Accept or reject whole or any part of an offer
 - iii. Reject any or all offers partly or wholly
 - iv. Cancel or withdraw the tender notice
 - v. Reject or accept any tender or part there-of
 - vi. Accept or reject any deviations from these conditions
- n) No legal proceedings to enforce any claim and no suite arising out of the assigned work shall be instituted except in a court of competent jurisdiction over Dehradun, Uttarakhand.

N.B. : The Asstt. Director General (IT&FS), ICFRE, Dehradun is not bound to accept the lowest tender or lowest part of any tender document.

6. CONTRACT

- a) The "Scope of Work" and "General Terms and Conditions" as given in this tender document and the warranty certificate submitted by the successful bidder shall form part of the contract.
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.

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 (I.T. and Forestry Statistics)
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- c) 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.
- d) This contract shall not be deemed an asset of the firm in any form.
- e) 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.
- f) 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 leading to forfeiture of the Performance Guarantee.
- g) The contract shall be co-terminus to the warranty period and shall be initially for a period of three year (from date of successful installation) subject to satisfactory fulfillment of the obligations under the contract.
- h) The successful bidder shall execute the supplies of new batteries (as per desired specification listed in Schedule 1) having manufacturing date not more than six months on date of installation.
- i) Upon successful installation the successful bidder shall submit a certificate of warranty (for three year period) bearing details of all installed batteries with due endorsement of the OEM.
- j) Complaints / faults under the warranty obligations shall be booked as per the fault reporting mechanism and escalation matrix drawn in consultation with the Information Technology Division, ICFRE.
- k) It shall be the obligation of the successful bidder to ensure compliance of all such complaints / faults on the day of its reporting.
- l) As the supplied batteries shall form the part of UPS constituting to a power supply to critical service, the downtime of the system (UPS) attributed to non-performance of batteries, beyond one working day, shall amount to a recordable default on the part of supplier.
- m) In case the firm is unable to comply to the non-performance of the supplied batteries or breakdown in the system (UPS) attributed to non-performance of batteries within the same working day of reporting, the time being essence of the service, the ICFRE will have the right to make alternative arrangement for restoring the services of the system on the costs recoverable through forfeiture of Performance Bank Guarantee.
- n) The re-occurrence of such non-performance shall amount to a penalty and may lead to termination of the contract and forfeiture of Performance Guarantee. The decision of ADG (IT&FS), ICFRE on such instances shall be final and binding on both the parties.
- o) 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.

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(I.T. and Forestry Statistics)
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7. **PAYMENT TERMS**

- a) ICFRE shall make the payments only after successful installation of the supplied batteries and receipt of requisite Performance Guarantee within stipulated time.
- b) 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 Contractor himself.
- c) 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.
- d) The payment is subject to TDS as per Income Tax Rules / Laws.
- e) If the contractor violates any of terms and conditions and other information laid down in this tender document, the Performance Guarantee shall be liable for forfeiture, wholly or partly, as decided by Assistant Director General (IT&FS).

8. **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 AMC 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 & Education, (DG, ICFRE) Dehradun in this 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 DG, 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 is also a term of this 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.

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.

Services under the contract shall, notwithstanding the existence of any such dispute, question or controversy, continue during arbitration proceedings and


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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.

9. PREPARATION OF PROPOSAL

The proposal 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 PURCHASE AND INSTALLATION OF SEALED MAINTENANCE FREE (SMF) BATTEREIES UNDER BUYBACK ARRANGEMENT".

- a) The **first envelope** must contain following documents and be marked in bold letter as "**TECHNICAL PROPOSAL**"
- i) Earnest Money Deposit in the form of Bank Draft or Bankers Cheque or FDR or Bank Guarantee of a nationalized bank of Rs. 20,000/- payable to DDO, ICFRE, Dehra Dun and valid atleast for six months. Tender Document submitted without Earnest Money Deposit will be treated as invalid and shall not be considered for technical or financial evaluation.
 - ii) Dully filled **Form 1** : Assignment of Similar Nature & Magnitude Successfully Completed During last 5 years
 - iii) Dully filled **Form 2** : Particulars of the Tenderer
 - iv) Dully filled in **Form 3** : Bid Proposal Sheet.
 - v) Proof of registration of company / firm.
 - vi) Certificate of being the Manufacturers / distributors / authorised partner of the quoted brand and showing capabilities of handling post supply / installation warranty of the supplied goods.
 - vii) Proof of Sales Tax paid for recent Assessment Year.
 - viii) Proof of PAN/TAN allotted to the company by the Income Tax Department and clearance certificate from Income Tax department for last financial /assessment year.
 - ix) Copy of income tax returns filed in last two financial year.
 - x) Original literature of the quoted product highlighting the desired specifications as per **Schedule 1** to this document.
 - xi) A certificate bearing address of OEM authorised service / support centre and its year of establishment at Dehradun.
 - xii) Authorization for signing the bid.
 - xiii) Proof of having a functional office at Dehradun from last 5 years.


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- b) The **Second Envelope** must enclose the Financial Proposal and must be marked in bold letter as **"FINANCIAL PROPOSAL"**. Rates must be quoted in **Schedule 1** only.
- c) 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. EVALUATION OF PROPOSALS

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

Based on the qualifying documents the evaluation committee will carry out a technical 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)	Technical suitability of the quoted product as per the enclosed original product literature	40
ii)	Firms relevant experience in handling supplies of similar nature and magnitudes	30
iii)	Firms capabilities of post installation support based on the submitted documents	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 particular hardware in Schedule-1 or Schedule-2 (as applicable). 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 : $S_f = 100 \times FM/F$ (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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 (I.T. and Forestry Statistics)
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FORM 1
ASSIGNMENT (SUPPLY) OF SIMILAR NATURE & MAGNITUDE
SUCCESSFULLY COMPLETED DURING LAST 5 YEARS

Sl. No.	Name of Assignment	Description and No. of batteries supplied / maintained	Cost of assignment	Was assignment satisfactorily completed	Address of organisation with Phone No. where assignment done
1	2	3	4	5	6

Note: Please provide documentary evidence for above listed assignments.

Handwritten signature
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FORM 2
PARTICULARS OF THE TENDERER

1. Name of the Tenderer : _____
2. Head / Regd. Office Address : _____
 - a) Postal : _____
 - b) Fax. No. : _____
 - c) Telephone No (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) Draft/Bank Guarantee No.: _____
 - b) Bank Detail : _____
 - c) Amount : _____
8. Name and address of the authorized signatory / contact person for this Tender document: _____
9. Whether letter of Authority for attending bid opening enclosed with Tender document ? : _____
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 to technical bid.

Signature of Bidder
Name
Office Seal

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 Research Council of Forestry
 P.O.-New Forest, Dehradun

FORM 3
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: Tender for purchase of Sealed Maintenance Free (SMF) Batteries under buyback arrangement for 80 KVA 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 in the form of Bank Draft amounting to Rs. 20,000/- (Rupees twenty 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.
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.

Handwritten signature
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(IT & FS)
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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.
12. In competing for (and if the award of work is made to us for execution) the above contract, we shall strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988".
13. We are not under a declaration of ineligibility for corrupt and fraudulent practices/poor performance / failure issued by the Govt. of India / State Govt. / Govt. Deptts. / PSUs / World Bank / Asian Development Bank.

Yours faithfully,

(Signature)

Date:
Place:

Name:
Designation:
Business Address: Seal


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FORM 4

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 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 agrees 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 _____ 200__ at _____

Signature & Seal of Authorised Signatory of Bank


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P.O.-New Forest, Dehradun

FINANCIAL PROPOSAL

Purchase of Sealed Maintenance Free (SMF) batteries under buyback arrangement as per below given requirement / specifications

Sl.	Desired Specifications	Unit Price	Qty. Required	Total Price
1	12 Volts 120 AH Sealed Maintenance Free (SMF) Batteries to be installed in two different 80 KVA Eaton Power UPS. Make : _____ Three year comprehensive onsite warranty		80	
2	Buyback Prices of old/used 12 Volts 110 AH Sealed Maintenance Free (SMF) Batteries		82	(-)
	Effective prices			

(Rupees
.....)

The prices must of quoted FOR ICFRE, inclusive of all taxes levies and any other charges as may be applicable. The ICFRE shall not be liable to pay any charges over and above the quoted Effective prices in any case.

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

Signature of Bidder
Name
Office Seal