

INDIAN COUNCIL OF FORESTRY RESEARCH & EDUCATION

P.O. NEW FOREST, DEHRADUN - 248 006



TENDER DOCUMENT

No. 37/PO/UPS/AMC/Admin/ICFRE/2019-20

FOR

MAINTENANCE CONTRACT OF UNINTERRUPTED POWER SUPPLY (UPS)

09.06.2020
Asstt. Director General (Admin.)
Indian Council of Forestry
Research & Education
P.O. New Forest, Dehradun

Notice Inviting Tenders
(National Competitive Bidding)
(Indian Council of Forestry Research & Education)

Post- New Forest, Dehradun - 248006, Uttarakhand, India

Phone: 0135-2224869/66 135-2750297

Website: [http:// www.icfre.gov.in](http://www.icfre.gov.in) Email: adg_admin@icfre.org

e-Tenders are invited by Indian Council of Forestry Research and Education (ICFRE), Dehradun from the eligible and reputed firms having experience in Maintenance of UPS along with having service/support centre at Dehradun, Uttarakhand.

The details of the above items and other Terms and Conditions, etc. are available in the Tender Document. The tender forms and specifications are available at **CPPP** site <https://eprocure.gov.in/eprocure/app> and web site <http://www.icfre.gov.in>

Tender documents may be downloaded from ICFRE **website <http://www.icfre.gov.in> (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app>** as per the schedule as given in tender critical date sheet as under:-

1. Schedule of Tender:-

Events	Date/Time	Venue
Published Date	12.06.2020 at 03:00 PM	ICFRE website and Central Public Procurement(CPP) Portal
Bid document download / Sale start date	12.06.2020 at 05.00 PM	CPP Portal
Bid submission Start date	12.06.2020 at 06.00 PM	CPP portal
Pre-bid Meeting/ Clarification	19.06.2020 at 11.30 AM	ICFRE Head Qtr, Dehradun
Bid submission End date	03.07.2020 at 04.00 PM	CPP portal
Opening date of Technical bids	06.07.2020 at 10.00 AM	Online

- The Tender may be either modified or cancelled in part or full, at the discretion of the Assistant Director General (Admin.), ICFRE, without assigning any reason thereof.
- The bidder shall submit all the documents required as per tender document at the time of submitting bid. No document shall be accepted thereafter.

Raj Kumar Bajpai
ADG (Admin) 09.06.2020
Asstt. Director General (Admin.)
Indian Council of Forestry
Research & Education
P.O. New Forest, Dehradun

2. DEFINITIONS

- a) **Assistant Director General (Admin), ICFRE**, mentioned herein means the Assistant Director General (Administration), ICFRE Dehradun representing ICFRE; and his official successors, nominees as may be designated by ICFRE from time to time.
- b) **EMD** means Earnest Money Deposit
- c) **PBG** means Performance Bank Guarantee
- d) **Firm** means a duly registered Firm or Company registered under Indian Laws as such, and bidding for this tender.

3. 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 In-charge, 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 In-charge, 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 In-charge, IT Division. No parts will be swapped

between any two UPS. The UPS should maintain the backup time as referred in Schedule-I during the contract period.

- 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.

4. PERIOD OF MAINTENANCE CONTRACT

- a) Initially the contract shall be for three year subject to satisfactory fulfillment of the obligations laid down in the terms and conditions of contract in the tender document. The contract may be extended for the period of another two years if the services are found satisfactory.
- b) The date of initiation of the contract will be the date of signing of the contract.

5. PERFORMANCE SECURITY

- a) To ensure due performance of the contract, Performance Security in the form of Performance Bank Guarantee (PBG) from a Nationalised Bank, needs to be submitted by the successful bidder. The successful bidder shall have to submit a PBG of 10% of the total contract value. The PBG should be valid for a period of six months beyond the contractual obligations. The PBG shall be submitted in the format given in Form-5.
- b) The non adherence to the terms and conditions given herein and in subsequent Memorandum of Agreement with the successful bidder shall amount to breach of contract and may lead to forfeiture of Performance Security amount in full or in part.

- c) ICFRE may forfeit the Performance Security fully / partially against any kind of recoveries to be made from the firm for non performance / mandatory repairs during and at the end of the contract.
- d) Non-fulfillment of SLAs may further invite forfeiture of Performance Security amount partially or in full.
- e) No interest shall be payable on the Performance Security amount by ICFRE.

6. GENERAL TERMS AND CONDITIONS

- a) Bidders are advised to study the tender document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- b) Any clarifications from ICFRE or any change in requirement shall be posted on www.icfre.gov.in and <https://eprocure.gov.in>. It shall be the sole responsibility of the bidder to check for any changes of aforementioned website before submitting the bids.
- c) ICFRE shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason whatsoever.
- d) The bidder shall indicate the complete address of the Firm and work along with the name(s) of the contact person(s) and their telephone / Fax / Mobile Nos.(s) and other particulars as per **Form-3**.
- e) An EMD of ₹ 10,000/- (Rupees Ten Thousand only) in the form of Fixed Deposit Receipt or Bank Guarantee drawn on any nationalized bank in favour of Account Officer, ICFRE payable at Dehradun shall be deposited as a part of qualifying bid of the Tender. The EMD shall be returned to bidders upon finalization of the successful bidder and award of the contract. No interest shall be payable on the EMD by ICFRE. The EMD submitted by the bidder may be forfeited at any stage, if the bidder backs out of the bidding process after submitting the bids to ICFRE or fails to accept the work order issued to the firm.
- f) The bid prices for Comprehensive Maintenance Contract be quoted in the attached BOQ1.xls only.
- g) The bidders shall be allowed to inspect the machines in **Schedule-I** between 10.00 AM to 4.30 PM on all working days before the last date of submission of the tender. The firm shall raise a formal request for the purpose to In-charge, IT Division, ICFRE Head Qtrs. ICFRE shall not be responsible for any cost incurred on such inspections.
- h) Acceptance of the bid shall be communicated to the successful bidder by a formal Letter of Intent (LoI).
- i) Within thirty days of issue of Letter of Intent (LoI) the successful bidder shall :
 - Sign a contract with ICFRE for **Comprehensive Maintenance Contract for the period of three year** on a stamp paper of Rs. 100/- to be furnished by the firm.
 - Furnish a Performance Security (as per the **Form-5**) issued by a

Nationalised Bank in favour of Account Officer, ICFRE, having validity of six months beyond the date of expiry of the Contract, for an amount equivalent to 10% of the total contract value.

- Furnish a duly acknowledged list of hardware taken over under Maintenance Contract by the firm as a part of the agreement.
- j) The vendor shall ensure the Commencement of Assignment within thirty days from issue of letter of intent through submission of letter of acceptance accompanied with requisite Performance Guarantee, Rs. 100/- Stamp paper and a Pre- Maintenance Contract List of UPS 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.
- k) 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.
- l) The ADG (Admin), 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.
- m) The ADG (Admin), 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.
- n) 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.
- o) The inordinate absence of the engineer shall invite penalty to the firm. An amount of Rs. 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.
- p) 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 In-charge, IT Division.
- q) The resident engineers shall submit reports on a regular basis to In-charge, 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.

- r) Initially the Maintenance Contract will be valid for a period of three year, but the Assistant Director General (Admin) will have the discretion to extend/curtail the contract period in the interest of ICFRE, as the situation may be.
- s) In any case the bidder shall have to quote the prices for all the listed UPS.
- t) 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.
- u) Conditional tenders are liable to be rejected.
- v) The Assistant Director General (Admin), Indian Council of Forestry Research & Education, Dehradun reserves the right to reject any or all tenders without assigning any reasons.

7. 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, ADG (Admin), 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 any modification are done 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 ADG (Admin), 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 ADG (Admin), ICFRE having been obtained.
- (e) ADG (Admin), ICFRE has the powers to cancel the contract at thirty days 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 satisfactory fulfillment of the obligations under the contract. ICFRE reserves the right to renew/extend the contract on the same terms and conditions on yearly basis, for a period extending up to two years 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.

8. PAYMENT TERMS

- a) Payment will be made after the satisfactory completion of work in each quarter on receipt of bill in triplicate along with Preventive Maintenance Reports dully acknowledged by the user on prescribed formats, in respect of each individual equipment. 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.
- b) 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.
- c) The violation of any of these terms and conditions mentioned in the Tender Document, the whole or part of Performance Bank Guarantee shall be liable for forfeiture, as decided by the ADG (Admin), ICFRE. Such decisions shall be the binding on the firm.

9. 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 Maintenance Contract 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 on his behalf at the time of dispute. There shall be no objection to any such appointment that the arbitrator so appointed is an employee of ICFRE, or government servant or that he/she had to deal with the matters to which the contract relates or that in the course of his/her duties as an 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/her 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/her 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.

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 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.

10. PREPARATION AND SUBMISSION OF PROPOSAL

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

- i) Online bids are to be submitted under two Cover systems i.e. **Cover 1** and **Cover 2**. All the pages of bid being submitted online must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.
- ii) The proposal should not have any 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 authorised to sign the proposal. No Financial Bid items pertaining to this tender shall be submitted as part of the qualifying documents and/or in the technical bid stage. In case of violation of this condition, the bid shall be rejected and no communication shall be entertained in this matter.
- iii) The completed proposal must be submitted mandatorily online at CPP portal <https://eprocure.gov.in/eprocure/app> after going through the terms and conditions given thereof. The offers submitted by Fax/email/offline shall not be considered and no correspondence shall be entertained in this matter.
- iv) The tender is not transferable. No assignment and sub contracting is permitted.
- v) Validity of offer shall be 120 days from the last date of submission of bids.
- vi) 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.
- vii) ADG (Admin), ICFRE reserves the right to reject any or all tenders without assigning any reasons.
- viii) The authority for the acceptance of the tender shall rest with the ICFRE. It shall not be obligatory on the authority to accept the lowest tender or any other tender and no tenderer (s) shall demand any explanation for the cause of rejection of his/their tender nor shall ICFRE undertake to assign reasons for declining to consider or reject any particular tender or tenders.
- ix) Conditional tenders are liable to be rejected.

Cover 1. Technical Bid

A: Qualifying Documents

The qualifying documents should be uploaded in CPP portal: <https://eprocure.gov.in/eprocure/app> as indicated below. The authorized

representative of Tenderer/Bidder has to sign the following documents on each page and the scanned copy of the documents in pdf format to be uploaded in CPP portal for qualifying in the bidding process:

- i) **Tender Fee:-**The tender form downloaded from CPP portal must include Rs. 500/- (Rupees five hundred only) by crossed Demand Draft (DD) in favour of Account Officer, ICFRE, payable at Dehradun as tender fee along with the tender submitted and the scanned copy of the same shall be uploaded in the CPP portal for records and reference. It is non-refundable. The hard copy of DD towards Tender fee shall be send to PO, ICFRE, Dehradun-248006 and must be received on or before the last date/time of bid submission.
- ii) **EMD of Rs. 10,000/-** (Rupees Ten Thousand only) in the form of Fixed Deposit Receipt (FDR) drawn on nationalised bank in favour of Account Officer, ICFRE, payable at Dehradun as EMD along with the tender submitted and the scanned copy of the same shall be uploaded in the CPP Portal for records and reference. The hard copy of FDR towards Tender fee shall be send to PO, ICFRE, Dehradun-248006 and must be received on or before the last date/time of bid submission.
- iii) 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 machines.
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.
- iv) Dully filled **Form 2** : Assignment of Similar Nature & Magnitude Successfully Completed During last 5 years
- v) 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 (viz.; 2017-18 and 2018-19).
- vi) Performance certificates for rendering satisfactory services in respect of at least three 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.
- vii) Dully filled **Form 3** : Particulars of the Tenderer
- viii) Dully filled in **Form 4**: Bid Proposal Sheet.
- ix) GSTIN, 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 computer hardware 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 financial 2017-18 and 2018-19.
- xiii) Authorization for signing the bid.
- xiv) Proof of having a functional office at Dehradun from last 5 years.

Note: - The physical copy of DD/FDR towards tender fee and EMD respectively shall be submitted to the specified address on or before the last date/time of bid submission.

In absence of scanned and signed copy of required qualifying items as specified above - the tender would be considered as invalid.

Cover 2: Financial Bid

- (a) The financial proposal must be submitted in the Schedule of financial bid in the form of BoQ1.xls separate for each item - through the CPP portal: <https://eprocure.gov.in/eprocure/app>.

PROPOSAL EVALUATION

The opening, checking, evaluation of bids at various stages shall be done by an evaluation committee appointed by the ICFRE. The following procedure shall be adopted in evaluating the proposals:-

The bid shall be checked for all qualifying documents submitted by the bidder in the **Cover I** and disqualification amongst these documents shall lead to the rejection of the bid in toto.

1. Financial bids of only those firms which pass the qualifying document stage shall be considered for financial evaluation.
2. The evaluation committee shall determine if the financial proposals are complete and without computational errors. The total cost quoted in BOQ.xls for Maintenance Contract shall be considered for financial evaluation.

Overall Evaluation

The firm which has passed the qualifying document stage and thereafter is having lowest financial quote shall be selected for the award of the contract for **Comprehensive Maintenance Contract for the UPS for three years.**

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).

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Technical qualification :

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

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.....

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 to be attested by the employer firm.

Asstt. Director General (Admin.)
Indian Council of Forestry
Research & Education
P.O. New Forest, Dehradun

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.

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Asstt. Director General (Admin.)
Indian Council of Forestry
Research & Education
P.O. New Forest, Dehradun

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 (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, Designation 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. GSTIn/ 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 :

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 ADG (Admin)
ICFRE, P.O. New Forest, Dehradun 248006

Sub: Maintenance Contract for UPS -reg

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 120 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 Deposit of Rs. 10,000/- (Rupees ten Thousand only), and we understand that 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 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


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fraud and the information contained in the proposal is true and correct to the best of our knowledge & belief.

10. 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)

Date:

Place:

Name:

Designation:

Business Address: Seal

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 enforce any covenants, contained or implied, in the Contract between the ICFRE and

Asstt. Director General (Admin.)
Indian Council of Forestry
Research & Education
P.O., New Forest, Dehradun

Vendor any other course or remedy or security available to the ICFRE. The bank shall not be relieved 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 _____ 201 at _____

Signature & Seal of Authorised Signatory of Bank

Asstt. Director General (Admin.)
Indian Council of Forestry
Research & Education
P.O. New Forest, Dehradun

Tentative List of UPS at ICFRE Head Qtr, Dehradun

A. LIST OF UPS

Sl. No.	BRIEF SPECIFICATION	Qty.
1	AVO 3.0 KVA with backup time of 1 hr (12 V 42 AH with 8 Batteries)	04
2	AVO 650 VA with backup time 10 to 15 minutes	170
3	APC BR600C1 600 VA	06

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

(Signature)

Date:

Name:

Place:

Designation:

Business Address: Seal

Asstt. Director General (Admin.)
 Indian Council of Educational Research & Edu.
 P.O. New Forest, Dehradun