



FOREST HEADQUARTERS, ODISHA

ARANYA BHAWAN,

**OFFICE OF THE PRINCIPAL CHIEF CONSERVATOR OF FORESTS, ODISHA
CHANDRASEKHARPUR, BHUBANESWAR, ODISHA, PIN-751023**

RFP / TENDER No. 1096, Dtd. 5th October 2015

**REQUEST FOR PROPOSAL TO SUPPLY, INSTALL, COMMISSION 2 KVA HIGH
PERFORMANCE AND HARSH ENVIRONMENT UPS WITH FIVE YEARS
COMPREHENSIVE WARRANTY SERVICE AND SUPPORT; IN THE FIELD
OFFICES OF FOREST DEPARTMENT, ODISHA**

IMPORTANT INFORMATION, KEY EVENTS / ACTIVITIES AND DATES BINDING ON ALL BIDDERS

SL NO.	PARTICULARS	DATE & TIME	LOCATION / DETAILS
1	RFP / Tender No. & Date	1096, Dtd. 5 th October 2015	
2	Commencement of Download of RFP / Tender Document from www.odishaforest.in www.odisha.gov.in	7 th October 2015	O/o PCCF, Odisha Forest HQ, Aranya Bhawan, Chandrasekharapur, Bhubaneswar-751023
3	Date of Pre-bid conference	16 th October 2015 , 3.30 PM	
4	Last Date and Time of Bid submission (By Hand or Speed Post or Courier)	28 th October 2015, 04.00 PM	
5	Date & Time of General Bid opening	30 th October , 10.30 AM	
6	Date of Technical Bid Opening	30 th October , 12.30 PM	
7	Date of Financial Bid Opening	Will be duly notified after Technical Bid Opening	
8	Date & Timeline to submit pre-bid queries (Through email Only)	4 PM , 14 th October 2015	
9	Release of Corrigenda if necessary only at websites	17 th October 2015 Onwards	www.odishaforest.in www.odisha.gov.in
10	Contact person for queries	Shri Amlan Nayak , OFS-1 (SG) , DCF IT & GIS	
11	Addressee & address at which Bid is to be submitted	Conservator, GIS , FITGC , O/o PCCF Odisha	
12	RFP Document Cost (Non-refundable)	Rs.1, 000/- (Rupees One thousand only)	By Demand Draft in favour of “Principal Chief Conservator of Forests, Odisha” payable at Bhubaneswar.
13	EMD (Refundable, but non-interest bearing)	Rs.1,00,000/- (Rupees One Lakh only)	By Bank Guarantee from any Nationalized Bank having its Branch at Bhubaneswar payable in favour of Principal Chief Conservator of Forests, Odisha.
14	Bid validity period	1 years from the date (deadline) opening the Financial Bid.	
15	Contact Telephone No. 0674-2300187 (O)		
16	Disclaimer: Notwithstanding anything else contained to the contrary in this tender document, PCCF-Odisha reserves the right to cancel / withdraw / modify fully or partially the “Invitation of Bids” or to reject one or more of the bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.		

Section - I
(Invitation for Bids)

1.1 Objective:

Conservator of Forests, GIS, (The Authorized Officer) invites Request for Proposals (RFP) on behalf of the Principal Chief Conservator of Forests (PCCF), Odisha, (The Purchaser) invites sealed quotations/bids from experienced and competent system integrators (Bidders) for Supply and Services in respect of the works namely:

Request for Proposal to Supply, Install, Commission 2 KVA High Performance and Harsh Environment UPS For Hp Z640 Workstations with Five Years Comprehensive Warranty Service and Support; in The Field Offices of Forest Department, Odisha.

1.2 About this bid document:

The tender document comprises of the following:

Section – I	Invitation for Bids
Section – II	Eligibility Criteria
Section – III	Scope of Work
Section – IV	Instruction to Bidders
Section – V	General Terms & Conditions
Section – VI	Technical Specifications
Section – VII	Annexures

1.3 About the Tender process:

- A. The tender will have 3 (Three) parts – General Bid, Technical Bid and Financial Bid.
- B. The tender document including addendum/corrigendum, if any, will be available at websites – www.odisha.gov.in , www.odishaforest.in
- C. Bidders may download the tender document from website and the tender document cost may be submitted along with the general bid documents.
- D. The tender document, after duly filled in, should be submitted in FITGC at O/o The PCCF – Odisha, Bhubaneswar on or before the due date and time.
- E. Cost of the Tender Document and EMD must be submitted along with the General Bid Documents Only.
- F. Bids received without or with inadequate Tender Document Cost and EMD shall be rejected.

G. General bids and technical bids shall be opened in the presence of bidders or their representative who may choose of to attend.

Section - II

(Eligibility criteria)

The Bidder should have the following eligibility Criteria to participate in this Tender.

General Eligibility Criteria (Necessary support documents are to be enclosed):

- A. The Bidder should not bid under any Consortium. No Consortium bid shall be allowed for this Tender.
- B. In conformity to the ICT Policy -2014, Odisha; the bidder should be a registered company having its Registered Office in Odisha under Indian Companies act 1956 or a Registered Proprietorship firm in Odisha operating for last 5-years in the business of Supplying, Integrating and Servicing IT HW & SW. Necessary Certificates are to be enclosed.
- C. The bidder must have been registered with Odisha Sales Tax Authority and must furnish the VAT registration certificate, PAN and up to date VAT clearance certificate and copy of up to date IT return along with the general bid.
- D. Average annual turnover of the bidder in IT HW/SW Supply and Service Segment for last 3 (Three) financial years ending on 31 March, 2015, should not be less than Rs. 50.00 Lakhs (Fifty Lakhs of Indian Rupees). Copies of Filed Audited Statements, IT Returns, Sales Tax Returns, VAT Returns and ST Returns etc. are to be submitted to corroborate this. Along with other documents of proof, the bidder to must submit the Firm's Bank Accounts Statements issued by the concerned bank/ banks for three financial years which are only linked to its Income Tax PAN.
- E. The bidder must have been registered with Odisha Sales Tax Authority and must furnish the VAT registration certificate, PAN and up to date VAT clearance certificate and copy of the up to date IT returns.
- F. The bidder should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of India or any State Governments in the country of India. (To be furnished under Notarized Affidavit made at Bhubaneswar)
- G. The bidder must not have any history of defaulting in execution of work orders issued by Government of India or any State Government in the country of India. A self-declaration certificate to this effect should be enclosed. (To be Furnished under Notarized Affidavit made at Bhubaneswar)
- H. The bidder hasn't been blacklisted by any Central/State Government institution and there has been no pending litigation with any government department on account of similar services. (To be Furnished under Notarized Affidavit made at Bhubaneswar)

- I. No Criminal Proceedings in any Court of Law should pending against the bidding Firm Or its Promotors Or its Directors Or its Executives. (To be Furnished under Notarized Affidavit made at Bhubaneswar)

Note: Affidavits from F- I can be submitted under one Notarized Affidavit

Technical Eligibility Criteria: (Necessary support documents are to be enclosed)

- A. The bidder should be a reputed System Integrator (SI) and Supplier of an internationally / nationally reputed UPS OEM. The SI Should be under a valid authorization of the OEM as a System Integrator cum Supplier. Latest and freshly issued Original Authorization Certificates in favour of this tender are to be enclosed.
- B. OEM of the Products offered should be ISO 9001: 2008 Compliant.
- C. OEM for the UPS offered should submit in writing that OEM would facilitate the bidder on a regular basis with Full Comprehensive Warranty Supports, Updates of Technology/product updates during the entire 5 Years warranty period.
- D. OEM should have its own service center/personnel in Odisha for providing minimum 5 (Five) years Full Comprehensive Warranty Services and Support including after-sales service and support.
- E. The bidder shall submit an undertaking from the respective OEM that the UPS will be installed, commissioned, tested and Fault Corrected by OEM's Support Professionals and ensure direct and uninterrupted support of the OEM during the Warranty / Contract Period.
- F. The bidder must have a Business Premise Level Local Support office in a major city of Odisha.
- G. The Bidder Shall Submit an undertaking that : Onsite support calls of the clients are to be attended within 30 minutes of the call logged between 9.30AM to 6PM in any working days and the if call logged after 6PM then the same be attended next day .
- H. The Bidder Shall Submit an undertaking that: Maximum 24 hours resolution time for all support-request/problem / issues.
- I. The Bidder Shall Submit an undertaking that: periodic check & maintenance, Patches, updates, and upgrades of the equipment's firmware (IOS) to be provided within the warranty and AMC period.
- J. The Bidder Shall Submit an undertaking that: Hardware warranty of the Items shall be inclusive of the complete hardware like Cooling Fans and Internal Power supply Modules etc.

- K. The Bidder Shall Submit an undertaking that: SI / Bidder Must be Available for all 24x7 call logging for supports unfailingly.
- L. All the OEM / OEMs Authorizations and Certificates must be Specific to this Tender No-1096, Dtd 5th October 2015, of PCCF Odisha.
- M. Bidder must have satisfactorily supplied, installed, commissioned UPS for Desktops and Workstation Computers of value Rs. 15.00 Lakhs (Fifteen Lakhs) to the Government offices in Odisha during the last three years as ending on 31/03/2015. Copies of the supply / work orders / completion certificates / payments details indicating the value of supply should be submitted by the bidder.

Necessary supporting documents on fulfillment of eligibility criteria should be attached for authentication along with a signed copy of the tender document including addendum/corrigendum, if any, to indicate acceptance of all terms and conditions set forth in the tender. Organizations failing to provide complete information on any of the requirements are liable to be rejected.

Section - III
(Scope of Work)

The scope of work involves the Supply, Installation, Testing, Commissioning and Providing Full Comprehensive five years onsite warranty services and support of the 2 KVA High Performance and Harsh Condition UPS for the HP Z640 Workstations in the Offices of the DFOs and RCCFs as in Table-1 within one month of placing the Purchase Order.

Table-1:

Sl. No	Name of the Items	Qty. Required	Target User/ Users
1	Internationally Reputed Brand Online UPS (like APC) of 2 KVA, Minimum 60 Minutes Backup and operating at low input voltage (100-280 V). Should be fully compatible to HP Z640 Workstations.	70	To be installed in the various offices of DFOs and RCCF in Odisha for HP Z640 Workstations

Note:

- a) Bidders should quote for all the items/services in Table-1
- b) Purchaser reserves the right to procure items depending upon the requirement.
- c) The type and quantities of items/services indicated in the tender document are provisional and may change as per the actual requirement.
- d) The selected bidder is required to supply, install and provide warranty services to the supplied the items in the various field offices of Forest Department Odisha, spread over the entire state of Odisha, only as per the instruction of the Purchaser.
- e) Bid price is fully inclusive of Installations, Commissioning, Testing and Full Onsite Comprehensive Warranty Service and Support in in the Field Offices dispersed all over Odisha.
- f) Bidders are requested to inspect the sites of installations for assessment of required hardware, cabling and other accessories before quoting for the tender.

Section – IV
(Instruction to Bidders)

1. The bidder will be responsible for supply, installation, and commissioning of items as per specification mentioned in the technical bid. The items will be supplied and installed in the various field offices as per instruction of purchaser.
2. All the items for the above supply, installation, and commissioning shall be completed within 1 (one) months from the date of issue of Supply/ purchase /work order positively without fail. Time overrun for installation and commissioning may lead to imposition of fine by the Purchaser @ 0.5 % of Bid Value per Week of Time Overrun.
3. There are 3 (Three) parts of tender papers namely General Bid, Technical Bid, and Financial Bid. The bidder is required to fill out all the three parts of tender documents and place them in 3 (Three) separate sealed envelopes which should be super scribed as: (a) General Bid – Tender No. 1096, Dtd. 5th October 2015, (b) Technical Bid – Tender No. 1096, Dtd. 5th October, 2015, and (c) Financial Bid – Tender No. 1096, Dtd. 5th October , 2015. These envelopes should be placed in another sealed envelope and addressed to “The Conservator of Forests, GIS, Forest Hqrs, Aranya Bhawan, Chandrasekharapur, Bhubaneswar, Odisha”.
4. The envelope containing General Bid, Technical Bid and financial Bid envelopes must show the name of the tenderer, address and should be superscribed as "Supply, Installation, Testing and Warranty Support for 2 KVA High Performance UPS in the Field offices of Forest Department, Odisha” Tender No. 1096, Dtd. 5th October, 2015, on the top of the envelope.
5. A non-refundable demand draft of Rs. 1, 000/- (Rupees Five Thousand Only as Tender Document Cost and an EMD of Rs. 1.00 Lakhs (Rupees One lakhs only) in the form of a Bank Guarantee issued by a Bhubaneswar Branch of a Nationalized Bank, must be enclosed along with the General Bid documents.
6. General bid document not accompanying the requisite Tender document fee and EMD shall be considered as non-compliant, summarily rejected and will not be considered for further evaluation.
7. Pre Bid Queries:
 - a. Bidders are not bound to attend Pre Bid Query Meeting in order to participate in the bidding, it is purely optional.

- b. Purchaser of is not bound to answer or respond or incorporate the requests made under all Pre Bid Queries by the Bidders.
- c. Pre Bid Queries are to be submitted by the bidders before designated date by e-Mail only and these queries should be specific with respect to the RFP and under the following tabular format only in an MS Word File Attachment.

Sl. No.	RFP Document Reference by Sections & Page Numbers	Exact and Contents of RFP that requires Clarifications in a Pointed Manner.
1		
2		

- d. Pre-Bid queries in the form of advisory notes shall not be entertained.
 - e. The Bidder or Bidder's designated representative (with authorization and credentials from the vendor citing his position and domain expertise) are invited to attend the Pre Bid Meeting at their own cost, which will take place on the date and time stipulated in the Schedule of Events.
 - f. Keeping with the space constraint of the meeting space, maximum one person per bidder are allowed in the Pre Bid Meeting Sessions.
 - g. The Bidders / their representatives are requested to carry a hard copy of the RFP with them for their ready and handy reference.
 - h. The purpose of the meeting will be to clarify pertinent issues with respect to the relevant and pertinent Pre Bid queries mailed by the bidders and other pertinent queries by the bidders with respect to the clause and section of RFP in a Serial and Sequential Order Only, i.e. from start to the end clause of the RFP with economics of time in the deliberations.
 - i. For all future reference the Pre Bid Meeting will be Video Graphed.
 - j. Any modification / corrigenda / addenda of the RFP if at all necessary as a result of the Pre Bid Meeting and necessity of the purchaser only shall be published in the website of PCCF Odisha and Govt. of Odisha i.e. www.odishaforest.in and www.odisha.gov.in Bidders are requested to frequently refer the websites for updated information as updates will not be communicated to bidders individually by the purchaser.
 - k. Any such corrigendum/addendum shall be deemed to be incorporated into this RFP and shall be binding on all bidders.
8. The sealed tenders will be opened as per the indicated schedule in presence of the tenderers or their authorized representatives as may desire to be present. Authorized representatives will be required to produce their authorization letter before opening of the tender, failing which they will not be allowed to be present.
9. Technically qualified bidders will only be informed for their financial bid within stipulated time and this will be communicated to the firm through e-mail and fax. Any

clarification/alteration in specification found suitable by the technical committee will be informed to the successful bidders for commercial inclusion.

10. Tenders shall be fully in accordance with the requirements of the general terms and conditions and the technical specifications attached hereto. Appropriate formats furnished with this specification shall be used in quoting tender prices. Incomplete, illegible, unsealed and without signature tenders will be rejected. Telegraphic tenders will not be accepted.
11. All offers should be made in English and clearly type written. Offers if submitted in any other language must be accompanied by its English Translation in which case, for purpose of interpretation of the tender etc, the English translations shall prevail.
12. The bidders should furnish the following information and documents with the General, Technical and Financial Bids.
13. Tender should be submitted in the Tender Box kept at FITGC in the O/o The PCCF, Odisha. No tender is to be handed over to office staffs unless otherwise specified officially.
14. In case due date happens to be holiday the tender will be accepted and opened on the next working day. No separate intimation will be sent to bidders in this regard.
15. Bidders shall bear all costs associated with the preparation and submission of its bid, and the purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
16. Alternative bids / Bids on Alternate Format than Prescribed in this Tender Document shall not be considered and Conditional Tenders will be summarily rejected with forfeiture of the EMD. Bids are to be submitted in the Prescribed Formats Only. Submission of alternative bids or conditional bids shall be treated as attempt to vitiate the bidding process by the bidder.
17. The supplier shall pay and bear all other liabilities, taxes and duties not specifically agreed by the Purchaser in the contract.
18. The leaflets/catalogue and standard technical literature etc. of the technical features of the offered equipment's must be submitted for proper evaluation.
19. Warranty/Guarantee: Minimum five (05) years of On-Site Comprehensive Warranty to be provided on the product so quoted from date of satisfactory installation and commissioning.
20. Tenders shall be fully in accordance with the requirements of the general terms and conditions and the technical specifications attached hereto. Appropriate formats furnished with this specification shall be used in quoting tender prices. Incomplete, illegible, unsealed and without signature tenders will be rejected. Telegraphic tenders will not be accepted.
21. PRICE BID MUST BE SUBMITTED IN ENCLOSED PRICE BID FORMAT ONLY.

22. Quantity: The quantity shown in the tender can be increased or decreased to any extent depending upon the actual requirement.
23. The rates quoted by the bidder against items contained in bill of quantity of the Tender document, shall be inclusive of all Taxes. The various items of testing, commissioning and maintenance shall be inclusive of all costs such as VAT/ service tax as applicable in Odisha.
24. The price and conditions of the offer should be valid for at least a period of 1 year from the date of tender opening. Tender with validity of less than 180 days may be rejected.
25. Bid Security:
- a. The Tender must be accompanied by a sum of Rs.1.00 Lakhs (Rupees One Lakh Only) as EMD in the form of Bank Guarantee on any of the nationalized banks in favour of “PCCF-Odisha”, failing which the Tender shall be considered as noncompliant and summarily rejected. The EMD should at least be valid for a period of one year. If the validity of the offer is extended, the EMD duly extended shall also be furnished, failing which the offer of the aforesaid shall not be considered. The EMD is liable to be forfeited, if the bidder withdraws or amends impairs or derogates from the tender in any respect within the period of validity of his offer. In case of a successful bidder the bid security (EMD) shall be forfeited if the bidder fails to accept the Work/Purchase Order or fails to furnish performance security after accepting the Work/Purchase Order within seven (7) working days of issue of Work/Purchase Order.
 - b. The EMD of all unsuccessful bidders will be returned by PCCF Odisha without any interest whatsoever within thirty (30) days of finalization of the tender and the EMD for successful bidder/bidders would be returned without any interest whatsoever, only after receipt of performance security / bank guarantee ; as called for in the contract.
 - c. The bidder will sign a contract with the purchaser within a week of issue of supply / work order and the Bidder shall submit an irrevocable Performance Bank Guarantee before signing the contract. The Performance Bank Guarantee is to be issued by a Bhubaneswar Branch of a Nationalized Bank and it will be 10 % of the Bid Value for the Contract Period. This will be invoked by the purchaser in case of default of T & C of contract by the bidder.
26. Bidders shall carefully examine the tender documents and the technical specification and fully inform themselves as to all the conditions and matters, which may in any way, affect

the work or the cost thereof. Should a bidder find discrepancies in or omissions from the specification or other documents, or should there be any doubt as to their meaning, they should at once notify the purchaser and obtain clarification in writing. This however does not entitle the bidder to ask for *time beyond the due date fixed for receipt of tenders*.

27. Verbal clarification and/or information given by the purchaser or its employees or representatives shall not be binding on the purchaser.
28. Submitted tender forms with *overwritten or erased or illegible rate or rates* not shown in *figures and words in English* will be liable for rejection. In case of discrepancy between words and figures noted against the item of the tender and between unit rates and the total amount, the decision of the competent authority accepting the tender will be final and binding on the bidders. Corrections in the tender, if unavoidable, should be made by rewriting with date and initial of the tenderer after scoring out of the wrong entries. *Clerical and arithmetical* mistakes may result in *rejection* of the tender.
29. While tenders are under consideration, bidders and their representatives or other interested parties, are advised to *refrain from contacting by any means, and Purchaser's personnel or representatives* on matters relating to the tenders under study. The purchaser if necessary will obtain clarification on tenders by requesting such information from any or all the bidders either in writing or through personal contact as may be necessary. The bidder will not be permitted to change the substance of his offer after the tenders have been opened. This includes any post tender price revision/major modifications. In the event of non-compliance with this provision, the tender is liable to be disqualified.
30. The rate should be quoted in figures as well as in words, if there is variation between the rates quoted in figures and in words, the rates quoted in 'Words' shall be taken as correct.
31. Evaluation criteria:
 - a. Only the bidder who qualifies in general bid criteria will qualify for technical bid Opening.
 - b. Only the bidder who qualifies in technical criteria will qualify for financial bid Opening.
 - c. Award of the contract shall be made to the bidder with the lowest (**L1**) commercial value by taking in to account all the items. The Base Price of the Items including Import and Excise Duty will be considered in Evaluation of Financial Bid that excludes the Tax Components like VAT, Sales Tax and Service Taxes.

- d. Tax Amount of VAT, ST etc will be borne by the Purchaser at the prevailing Tax Rate as it is a transfer payment between Govt-Govt. However Tax is to be indicated in the Financial Bid for the Purpose of Information Only.
- e. Purchaser reserves the right to negotiate specifications, prices during evaluation if found necessary.

32. Bidders must sign and stamp each page of their tender without which the tender will be considered incomplete.

Section - V

(General Terms & Conditions)

1. PURCHASER

Principal Conservator of Forests – Odisha, Forest Head Quarters, Aranya Bhawan, Chandrasekharpur, Bhubaneswar.

2. RELEASE OF EQUIPMENT

The bidders shall be responsible for releasing the equipment's/items from the carriers/transporters. The equipment's shall be delivered and installed in the various field offices of Forest Department Odisha.

3. PERFORMANCE BANK GUARANTEE

For items mentioned in Table-1 Section -III, after successful installation at site, the bidder shall furnish an irrevocable *Performance Bank Guarantee (PBG) for 10% (ten percent)* of the contract price prior to the release of any payment. The BG should cover due fulfillment by the bidder of all the terms and conditions of the contract inclusive of guarantee to the purchaser the delivery, installation / commissioning of equipment, the restitution of advances to the supplier in advance of delivery in case of non-delivery and the contractor's full compliance with the warranty and guarantee provisions here in the form to be prescribed. **This bank guarantee shall remain valid till the end of support period plus 3 months i.e 5 Years and 3 months.**

4. PRICE

The prices quoted should be in Rupees for delivery F.O.R. destination and inclusive of Excise Duty and other taxes but excluding local Sales Tax (OST/VAT). *Any price other than F.O.R. destination price will not be considered.* The F.O.R. destination price should be inclusive of *Entry Tax*. OST/VAT amount should be mentioned clearly and separately. If OST is paid in advance the necessary document need to be enclosed.

5. TERMS OF PAYMENTS

- A. **75%** of the contract price (i.e cost of the Items actually supplied) shall be paid within 90 days of successful delivery, Installation, Commission and Testing of all the HW, SW, Equipments at sites with certification thereof by designated departmental authority and OEMs of supplied hardware and SW on the letter head of OEM and on submission of PBG and bill by the Bidder / SI.

- B. **25 %** of the Contract Price will be released on quarterly basis over five years with the satisfactory performance of the supplied items under full warranty support and services as defined in the technical bid criteria.

6. BILLING

The supplier shall specify the **Branch / Location** from which they will raise the bill and in whose favour payment will be released.

7. DELIVERY AND INSTALLATION

Delivery period of goods/items, their installation and commissioning will be the important consideration for award of the contract, the bidders should therefore clearly indicate the period of delivery, installation and commissioning. Bidders should give consent/preparedness for delivery of the equipments/goods/items within 3 months after receipt of the work/purchase order. The final installation certificate has to be provided by OEM on the letter head of the OEM.

8. PENALTY FOR DELAY IN COMPLETION OF CONTRACT

The delivery/ installation/commissioning period quoted in the tenders should be guaranteed under a *penalty @ 0.5%* on total value of the equipment per week or amount thereof of delay subject to maximum 5% of the contract/purchase order value. The purchaser reserves the right to cancel the order if it is not executed within the prescribed completion time and forfeit the entire EMD amount. Delay in supply / installation /commissioning in the part of the supplier for equipment shall be treated as delay in the delivery/ installation of the goods. The purchaser reserves the right to cancel the order in full or in part. In the event of such cancellation, the purchaser shall have the right to *collect penalty from the performance guarantee*. However, for valid reasons (like any unavoidable situation at the client site) duly notified in advance and considered by the purchaser, revised delivery schedule may be accepted at the sole discretion of the purchaser.

9. FORCE MAJEURE CONDITION

If the execution of the contract/supply order is delayed beyond the period stipulated in the supply order as result of outbreak of hostilities, declaration of an embargo or blockade of fire, flood, acts of God, then purchaser may allow such additional time by extending the time frame as considered to be justified by the circumstances of the case and its decision will be final. If additional time is granted by the purchaser, the supply order shall be read and understood as if it had contained from its inception the execution date as extended.

10. STANDARDS

The equipment shall confirm to the National / Internationally Accepted standards as applicable. Necessary Documentation on compliance to standard are to be provided against each item.

11. COMPLETENESS OF EQUIPMENT

The equipment shall be complete in all respects. Any components fitting, etc. which may for the equipment shall be deemed to have been included in the contract and shall be supplied by the supplier/bidder at no extra cost.

12. INTERCHANGEABILITY

All similar materials shall be identical and interchangeable with one another in order to minimize the number of spare parts.

13. SALES TAX AND INCOME TAX CLEARANCE

The attested copies of Odisha Sales Tax Clearance Certificate and Income Tax Clearance Certificate should be enclosed with the tender. Certificate validity must be available on the date of opening of General Bid.

14. INSURANCE OF EQUIPMENTS

The materials to be supplied should be *insured* by the vendor on behalf of the purchaser from his warehouse to the purchaser's site. The insurance coverage should cover the transport of materials by Rail/Road to the destination. The insurance policy shall remain valid for minimum period of 60 days after installation and commissioning of equipment at site. The materials/equipment found lost or damaged in transit or during installation and commissioning should be immediately replaced.

15. REPLACEMENT

If the material/ equipment or any portion thereof gets damaged or lost during the transit and installation, the vendor shall effect the replacement of such materials/ equipment within a reasonable time to avoid delay in commissioning the equipment.

16. RIGHT TO REJECT/ACCEPT THE TENDER

The purchaser reserves the right either to reject or accept any or all tenders. **The purchaser has exclusive right to alter the quantities of materials at the time of placing the final purchase order. The type and quantity of items indicated in the tender are provisional and may change as per the actual requirement.** After placing the purchase order, the purchaser may order to defer the delivery of the material. It may be clearly understood by the bidders that the purchaser need not assign any reason for the above action.

17. INSPECTION

The purchaser or his authorized representatives may inspect during the delivery, installation and commissioning of the equipments/items at the client site and the vendor shall afford all facilities for such inspection at the site. The bills shall be submitted by the bidder after such inspection.

18. WARRANTY

The equipment / stores covered by this specification should be guaranteed for satisfactory operation for a period **of 5 years** from the date of successful installation and commissioning.

19. PENALTY FOR DOWN TIME AND RESPONSE TIME DURING THE WARRANTY PERIOD

The bidder must have to be given written assurance of more than 95% uptime of all the equipments to be supplied and installed by them and defaulting which would invite the penalty 0.5 % per week on cost of the equipment.

20. REJECTION

Before acceptance of the system if the equipment supplied by the vendor is found defective in materials or workmanship or otherwise not in conformity with the requirements of the contract, the purchaser shall have the right to either reject or to request in writing for rectification of the defects. Then the bidder shall with utmost diligence, at his own expense, make good the defects so specified or replace the defective equipment if the bidder fails to do so, the purchaser either.

- A. May at its option replace or rectify such defective equipment and charge to the bidder the excess cost incurred by the purchaser plus 15% (Fifteen percent) extra.

OR

- B. Terminate the contract for default. Further, in the event, the vendor is not able to rectify or replace the faulty equipment within reasonable time, the purchaser reserves the right to acquire the said equipment at a reduced price considered equitable under the circumstances, and under such conditions the decision of the purchaser shall be final.

21. PATENT RIGHTS ETC.

The bidder shall indemnify the purchaser against all claims, actions, suits and proceedings for the infringement or alleged infringement of any patent, design or copy write protected either in the country of origin or in India by use of any equipment supplied by the vendor

claims if made on the purchaser, shall be notified to the vendor of the same and the vendor shall at his own expense either settled such dispute or conduct any litigation that may arise there from.

22. JURISDICTION OF HIGH COURT OF ODISHA

Suites, if any arising out of the contract shall be filed by either party in a court of Law to which the jurisdiction of the High Court of Odisha extends.

23. EXTRAS

The bidder shall when asked in writing by the purchaser, perform extra work and furnish extra materials, not covered by the specifications or included in the schedule, but forming and inseparable part of the work contracted for the terms of payment for such extra work or materials shall be mutually agreed upon in advance.

24. INSTALLATION SUPERVISION AND SERVICES

The bidder shall depute experienced Engineer/Technicians for installation, commissioning and testing of equipments supplied.

25. EXTENSION OF DELIVERY PERIOD AND TERMINATION OF CONTRACT

26. If for any reason, the bidder finds it impracticable to supply the equipment within stipulated delivery period, he will give notice in writing of such reasons and his failure to supply the materials. He may ask for extension of time, which may or may not be granted by purchaser. Should the contractor's preparation for the commencement of delivery in conformity with the contract or should he neglect to comply with any directions given to him or in any respect fail to perform the contract, the purchaser will have power to cancel the contract in which case the vendor shall be liable for any expense, loss or damage which the purchaser or indenter may incur or sustain by reason of or in connection with the Contractor's fault in addition to the forfeiture of the performance guarantee to the purchaser.

27. OBLIGATION TO CARRY OUT PURCHASER'S INSTRUCTION

The Vendor/Supplier shall also satisfy the purchaser or this inspector that adequate provision has been made to carry out his instructions fully and with prompt attitude.

28. TIME AND DATE OF COMPLETION OF CONTRACT

The time and date stipulated in the tender for the completion of the work shall be deemed to be of the essence of the contract. In case of delay the vendor shall in addition to other liabilities under the contract be liable for all cost of damage and/or hold up in the work due to his failure to complete the contract or portion thereof. The purchaser shall be entitled to withhold any payment until the whole work is completed and recover from the vendor cost damages and/or held up in the work as stated above. But if the delay is due to any cause

such as strike, lockout fire, accident, riot that the purchaser may admit as reasonable ground for further time, the purchaser shall allow such additional time as he may consider to have been required by the circumstances of the case.

29. FINAL AUTHORITY

The final authority for payments will be the purchaser except otherwise specifically stated and if the bidder desires to appeal against any matter he shall appeal to “The Principal Conservator of Forests – Odisha” whose decision on such matters shall be final and conclusive.

Section - VI

(Technical Specifications)

Minimum Technical Specifications for Harsh Environment and Heavy Duty 2 KVA UPS for Hp Z640 Field Work Stations Computers:

A. Input Power Supply

1. Input voltage adjustable range for mains operation: 100 - 280 V
2. Efficiency at Full Load : 89.0 %
3. Cord Length: 2.5 meters
4. Input frequency : 50/60 Hz +/- 5 Hz (auto sensing)
5. Input Breaker Capacity: 0 A
6. Gen Set Compatible
7. Input Connections : IEC-320 C20
8. Rack Height : 4 U

B. Output Power Supply

1. Dual Mode Output: Must Operate in Full Online and Offline Mode with inbuilt Online-Offline Changeover Switch.
2. Output power capacity: 1.4 K Watts / 2.0 KVA
3. Output Voltage Distortion : Less than 3%
4. Bypass :Built-in Bypass
5. Load Crest Factor 3 : 1
6. Efficiency at Full Load : 89.0 %
7. Output Frequency (sync to mains) : 50/60 Hz +/- 3 Hz user adjustable +/- 0.1
8. Output Connections : (8) IEC 320 C13 (Battery Backup)
9. Other Output Voltages : 220, 240
10. Max Configurable Power (Watts) : 1.4 K Watts / 2.0 K VA
11. Topology: Double Conversion Online
12. Output Voltage Note: Configurable for 220 : 230 or 240 nominal output voltage
13. Waveform type: Sine wave

C. Battery Performance

1. Battery Slots Empty : 1
2. Included Battery Modules: Min 1

3. Typical Full Recharge time: 3 hour(s)
4. Battery type: Maintenance-free sealed Lead-Acid battery with suspended electrolyte : leak-proof
5. Extendable Run Time: 1
6. Replacement Battery: RBC31
7. Battery Volt-Amp-Hour Capacity: Minimum 430

D. Communication

1. Audible Alarm: Alarm when on battery : distinctive low battery alarm : overload continuous tone alarm
2. Control panel: LED status display with load and battery bar-graphs and On Line : On Battery : Replace Battery : Overload and Bypass Indicators
3. Emergency Power Off (EPO): Optional
4. Interface Port(s): DB-9 RS-232, with Intelligent Slot / Smart Slot
5. Auto Shutdown of Windows at Low threshold Battery Level

E. Runtime

- Output power capacity: Minimum 1.4 K Watts / 2.0 kVA running for 2 Hours at Full Load Without mains Power

F. Surge

1. Data Line Protection: RJ-45 Modem/Fax protection (four wire dual line)
2. Filtering : Full time multi-pole noise filtering : 0.3% IEEE surge let-through : zero clamping response time : meets UL 1449

G. Physical

1. Units per Pallet : Min 12.0
2. Rack Height : Max 4 U
3. Shipping Depth: 550-600mm
4. Shipping Height : 250-350 mm
5. Weight : 25-30 KG
6. Shipping Width: 622 mm , 62.2 CM
7. Maximum Width: 432 mm , 43.2 CM

H. Environmental

1. Audible noise at 1 meter from surface of unit: 55.0 dBA
2. Operating Temperature: 0 - 55 °C
3. Operating Elevation: 0-1000 meters
4. Operating Relative Humidity: 0 - 95 %
5. Storage Temperature : -20 - 55 °C
6. Storage Relative Humidity:0 - 95 %
7. Online thermal dissipation: 500-600.0 BTU/hr

I. Conformance

1. Approvals: EN 60950, EN/IEC 62040-2
2. ISI or DIN or Equivalent Standard Compliance for IT Equipment's Power Supply and Conditioning.
3. RoHS Compliant
4. Full Comprehensive Warranty: 5 Years Full Warranty of the UPS including battery, all internals and all accessories.

We Expect a Rational, Wide and Proactive Response from all the Prospective and Eligible Bidders. With Best Wishes.

-Sd-

**Conservator of Forest, GIS
Forest Hqrs. Odisha**

Section - VII

(Annexures)

Note:

- 1. All the Annexures pertaining to Bidder's Firm are to be signed by Executives not below the Rank of a Director appointed by the Company's Board or the Promoter himself if the Bidder's Firm is proprietorship firm.**
- 2. Bank Guarantees may be issued by the Nationalized Bank on their standard format for Govt. Tenders as in vogue , but it must fulfill all the requirements of the T & C of this Tender.**

GENERAL INFORMATION (Gen Bid)

Company Name			
Registered Office Address			
	City		PIN
	State		Website
	Telephone		Cell
	Fax		Email
Office Address (In Odisha)			
	City		PIN
	State		Website
	Telephone		Cell
	Fax		Email
Address			
	City		PIN
	State		Website
	Telephone		Cell
	Fax		Email

Bidder's Signature with Seal

Attach a Firm's Profile in two Pages Only

SELF DECLARATION (Gen Bid)

Date: _____

Ref: _____

To,

The Principal Conservator of Forests, Odisha

<< Address >>

Ref: Tender enquiry no. 1096, Dtd 5th October 2015

In response to enquiry no. 1096, Dtd 5th October 2015, I M/s/Mr. _____ in the capacity of _____ hereby declare that our company _____ having unblemished past record and was not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time.

Signature of Witness

Date:

Place:

Signature of Bidder

Date:

Place:

Company seal

SELF DECLARATION (Gen Bid)

Date: _____

Ref: _____

To,

The Principal Conservator of Forests, Odisha

<< Address >>

Ref: Tender enquiry no. 1096, Dtd 5th October 2015

In response to enquiry no. 1096, Dtd 5th October 2015, I , M/s/Mr. _____ in the capacity of _____ hereby declare that our company _____ is having unblemished past record and have not been declared blacklisted by any Central/State Government/PSU institution and there has been no pending litigation with any government department on account of similar services. I/We further declare that our company has not defaulted in executing any Government order in the past.

Signature of Witness

Date:

Place:

Signature of Bidder

Date:

Place:

Company seal

REPRESENTATIVE AUTHORIZATION LETTER (Gen Bid)

Date: _____

Ref: _____

To,

The Principal Conservator of Forests, Odisha

<< Address >>

Ref: Tender enquiry no. 1096, Dtd 5th October 2015

In response to enquiry no. 1096, Dtd 5th October 2015, I M/s/Mr. _____
is hereby authorized to sign relevant documents on behalf of the company. She/he is also authorized to attend meetings and submit technical & commercial information as may be required by you in the course of processing above said application.

Thanking You.

(Authorized Signatory)

(Representative signature)

(Signature attested)

Company seal

ACCEPTANCE OF TERMS & CONDITIONS CONTAINED IN THE TENDER (Gen Bid)

Date: _____

Ref: _____

To,

The Principal Conservator of Forests, Odisha

<< Address >>

Ref: Tender enquiry no. 1096, Dtd 5th October 2015

In response to enquiry no. 1096, Dtd 5th October 2015, I have carefully gone through the terms and conditions contained in the above tender.

I declare that all the provisions of the tender document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Signature of Witness

Date:

Place:

Signature of Bidder

Date:

Place:

Company seal

Annexure-8

STATEMENT OF TECHNICAL COMPLIANCE & DEVIATION (Tech. Bid)

Item					
Make					
Model					
Sl. No.	Specifications	Compliance (Yes/No)	Deviations, if any	Performance Impact due to Deviation	Certified by

Signature with Seal

FORMAT FOR FINANCIAL BID (Fin. Bid)

Amount in Rupees including the cost of Comprehensive Warranty, Support and Services for Five Years as defined in the Technical Eligibility.

Sl. No.	Items	Quantity	Unit Cost	Pre-Tax Total Cost	Tax at current Rate	Total Cost With Tax
1						
2						
3						
4						
Total Cost (In Figures)						
Total Cost (In Words)						

Signature with Seal

Bid Security Format (EMD) (Gen Bid)

Whereas.....¹(Hereinafter called “the Bidder”) has submitted its bid dated..... (date of submission of bid) for the supply of.....(name and/or description of the goods) (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE.....(name of bank) of..... (name of the country), having our registered office..... at..... (address of bank) (hereinafter called “the Bank”), are found unto.....(Name of Purchaser) (Hereinafter called the “Purchaser”) in the sum offor which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank, this..... day of20...

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchase during the period of bid validity:
 - a. fails or refuses to execute the Contract Form if required; or
 - b. fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

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

This guarantee shall remain in force up to and including forty five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the Bank)

¹ Name of Bidder

Performance Security Form

To : _____ (Name of Purchaser)

Whereas (Name of Supplier) hereinafter called the “Supplier” has undertaken, in pursuance of Contract No..... dated 20... to supply (Description of Goods and Services) hereinafter called “the order”.

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

AND WHEREAS we have agreed to give the Supplier a Guarantee:

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

The guarantee is valid until the.....day of.....20.....

Signature and Seal of Guarantors

.....
.....
.....

Date.....20.....

Address.....

.....
.....

All correspondence with reference to this guarantee shall be made at the following address:

.....

(Name & address)

(End of this Tender Document at this 34th Page Only)