

**GOVERNMENT OF ANDHRA PRADESH
FOREST DEPARTMENT**

**Tender Document for
Annual Maintenance Contract of 3 No's HPDJ800PS
Plotters and 1 No HP5550dn A3 Color Laser Printer
at Aranya Bhawan, Saifabad, Hyderabad**

ANDHRA PRADESH FOREST DEPARTMENT

NOTICE INVITING TENDER

Item No	Item Description	Item Particulars
A.	Department Name	Andhra Pradesh Forest Department
B.	Circle/Division	IT Wing, O/o Principal Chief Conservator of Forests
C.	FILE / NIT Number	19160/2008/IT
D.	Tender Subject	Annual Maintenance Contract of Plotters and Printers at Aranya Bhawan, Saifabad, Hyderabad
E.	Quantity	<ul style="list-style-type: none">• 3 No's - HP Designjet 800 PS Plotters (42 inch)• 1 No's - HP Color LaserJet 5550 DN Pinter
F.	Period of Contract	1 Year
G.	Form of Contract	Product Wise
H.	Tender Type	Open
I.	Tender Category	Services
J.	EMD Amount (INR)	Rs. 15,000.00 (Rupees Fifteen Thousand only)
K.	EMD payable:	Demand Draft drawn in favour of Divisional Forest Officer, Hyderabad payable at Hyderabad from any scheduled Bank.
L.	Bid Document Obtaining/ downloading Start Date	12.06.2012, 11.00 AM
M.	Bid Document Obtaining/ downloading End Date	26.06.2012, 3.00 PM
N.	Pre-bid conference / Demo of the equipment	-NA-
O.	Last Date & Time for Receipt of Bids	26.06.2012, 5.00 PM
P.	Bid Validity Period	60 Days
Q.	Technical Bid Opening Date and Time (Qualification and Eligibility Stage)	27.06.2012, 11.30 AM
R.	Price Bid Opening Date and Time (Financial Bid Stage)	27.06.2012, 3.30 PM
S.	Place of Tender Opening	Chambers of Addl. Prl. Chief Conservator of Forests(IT), Room No 563, Aranya Bhavan, Saifabad, Hyderabad.
T.	Tender Inviting / Opening Authority	Addl. Prl. Chief Conservator of Forests (IT), 9440810015 Phone No: 0402321538, Fax No.04023240541
U.	Address/ E-mail id	O/o Principal Chief Conservator of Forests, Aranya Bhavan, Saifabad, Hyderabad. apccf_it_apfd@ap.gov.in , apccf_gis_apfd@ap.gov.in , acf_gis_apfd@ap.gov.in
V.	Contact Details/ Telephone, Fax	1. Sri S. Madhava Rao, ACF PMU-I, Geomatics Center, 9440810183, s_madhavarao@yahoo.com

		<p>2. Dr A. Rama Murthy, ACF (RS), Mobile: 09440810186; e-mail: murthyar@rediffmail.com</p> <p>3. Sri P. Sreenivasa Rao, ACF(GIS), Room No:327, 9440810176, acf_gis_apfd@ap.gov.in</p> <p>4. Dr HC Mishra, IFS, APCCF(GIS), Room No. 571, 9440815455, apccf_gis_apfd@ap.gov.in, Fax 040-23232054</p> <p>O/o Prl. Chief Conservator of Forests, Aranya Bhavan, Saifabad, Hyderabad.</p>
W.	Eligibility Criterion	<ol style="list-style-type: none"> 1. The Tenderer should possess all requisite licenses, registrations etc., and the same should be obtained invariably before transacting business with APFD. 2. The Tenderer should inform APFD the correct address from where the supplies are going to be made to APFD. 3. The Tenderer should possess an experience certificate and other Certificates like Registration of Firm if applicable, CST, VAT, registration, Latest Income Tax Assessment order, should be enclosed invariably along with the tender schedule. In case of non-submission of these certificates, the APFD authorities reserve the right to take any appropriate action including the cancellation of tender of the respective Tenderer. In this regard the decision of the Tender Opening Authority / APCCF (IT) is final and binding on all the Tenderers without any recourse. 4. The bidder must have experience in providing AMC for last 5 years as on bid calling date. 5. The bidder must have minimum experience of providing the Service to 5 organisations, out of which atleast 2 should be the Government Organisations/ Institutions. 6. Bidder shall provide the service for atleast 4 plotters at a single location. 7. The bidder should have base in Andhra Pradesh and the details of infrastructure facilities available in Andhra Pradesh be furnished. 8. The bidder must have sufficient man power with required skills & qualifications to above said equipments. 9. The bidder shall either be a Society/firm/company registered under Societies Act/ the Indian Partnership Act/ Indian Companies Act 1956 or as the case may be for at least 5 years as on 31st December 2011.

X.	Procedure for Bid Submission	<ol style="list-style-type: none"> 1. Bids shall be submitted offline. 2. The bidders who are desirous of participating in procurement shall submit their technical bids, financial bids as per the standard formats available at the e-market place. The bidders should submit scan and upload the below mentioned documents; and submit all the attested hard copies in sealed covers to APCCF (IT), O/o PCCF, Room No:563, Aranya Bhavan, Saifabad, Hyderabad on or before opening of technical bids, failing which their tender will be rejected. <ol style="list-style-type: none"> a) EMD in the form of Demand Draft payable in favour of the Divisional Forest Officer, Hyderabad, payable at Hyderabad of any of the scheduled bank branches for the amount indicated in Item No. J and it should be scanned and uploaded at the time of Tendering. b) Technical expertise, support & experience c) Registration of the firm.
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- d) Copy of **PAN Card and Income Tax return** of the year 2010-11
- e) Copy of **Service Tax Registration** and up to date Return
- f) Copy of up to date **VAT clearance Certificate**
- g) Copy of Authorization Certificates from the respective manufactures.
- h) Declaration that they have not been black listed anywhere.
- i) Clientele list of minimum 5, of which at least 2 should be Govt. Organizations or Semi. Govt. Organisations (with **Customer satisfactory reports** form the concerned Organizations). Bidder shall provide the service for atleast 4 plotters at a single location.

The Technical, Commercial Bids and the EMD shall be sealed separately in covers and all the covers shall be sealed in a bigger cover and be submitted to APFD, duly writing the tender subject and the other important events.

Y. General Terms and Conditions

TENDER CONDITIONS FOR “Annual Maintenance Contract of Plotters and Printers” at Aranya Bhawan, Saifabad, Hyderabad.

- 1) Offline tenders are invited. The APFD is desirous to have this tender in two bids i.e., (1) Technical bid and (2) Financial bid. The Tenderer should have been in this trade for not less than three years and should have provided Services to any reputed institution(s). The Tenderer shall possess all requisite qualifications as mentioned and submit the documents as mentioned in **Item No. W and X** including ORIGINAL EMD to the Tender Inviting Authority on or before scheduled date and time of opening of the Technical bid as mentioned in Tender. In case of a Government Organisation or Institution or Public Sector undertaking, the qualifications are relaxed except the technical expertise and experience and they are also exempted from furnishing of deposits like EMD etc. The financial bids of those Tenderers who are technically qualified only, will be opened on the date & time as mentioned in the Tender by the PCCF or APCCF(IT). The APFD may extend the last date by issuing an amendment in which case all rights & obligations of the APFD and the Tenderers previously subject to the original deadline will then be subjected to new deadline.
- 2) The intending bidders can carryout inspection of equipment during office hours on working days between 2.30 p.m. to 4.30 p.m. upto **22.06.2012**. A summary of inspection report should be submitted by the successful bidder while entering the contract. No request relating to this point will be entertained after **22.06.2012** and the decision of the committee will be binding.
- 3) Incomplete, ineligible and unused tenders will be rejected. Telegraphic tenders will not be accepted and no correspondence will be made in this regard.
- 4) All offers shall be made in English. Conditional offers and offers qualified by such vague and indefinite expression such as “subject to immediate acceptance”, “subject to prior sale” etc will not be considered.
- 5) Adoption of unfair means to influence the authority offer may be lead to summarily disqualification.
- 6) An amount of **Rs.15,000/-** (Rupees Fifteen Five Thousand only) is to be remitted as EMD by way of an Account payee Demand draft drawn in favour of the DFO Hyderabad, payable at Hyderabad on any scheduled bank and should submit at the time of tendering. The EMD of unsuccessful bidders will be returned on finalization of tender process. The EMD will be released to the Successful bidder upon entering into agreement and furnishing of Performance-cum-Security Deposit. The EMD will not carry any interest. EMD is liable to be forfeited if the successful Tenderer fails to accept the Work Order to supply and installation of Goods & services and enter into Agreement within the time specified. EMD is liable to be forfeited, if the Tenderer asks for withdrawing his bid once the financial bid is opened.
- 7) **The rate should be** valid for acceptance for a period of 60 days from the date of opening. In the event of negotiations being held, the Tenderer will have to keep his offer open for

15 (fifteen) days from the date of negotiations or for the extended period as desired by APFD in addition to the period of 15 (fifteen) days mentioned above in the event of his offer being accepted. The rate quoted should be inclusive of all taxes, charges etc. APFD cannot issue statutory forms like Form C or Form D etc and this should be taken into account by the firm while quoting the rates.

- 8) Negotiations will not be made with all Tenderers. In case of necessity, negotiations will be made only with lowest selected Tenderer(s) and in this regard the decision of the PCCF or APCCF (IT) shall be final and binding on the firm without any recourse.
- 9) APFD reserves the right either to reject any or all tenders without assigning any reason. In this regard the decision of APFD is final and binding on the Tenderer without any recourse. Further, it is understood by both the parties to the tender and is specifically accepted by the Tenderer when the Tenderer files the tender before APFD, the acceptance or rejection of the tender by APFD, or methodology adopted by APFD, in short listing the companies for providing AMC, shall not become a cause of action or ground to initiate any legal action before any Court(s) off Law for obtaining any order, Injection, Direction etc., from the Hon'ble court or Courts to stall the proceedings in APFD.
- 10) The tendered quantity is tentative. It may be increased or decreased at the discretion of APFD on the same terms and conditions even after the tender period. In other words increasing or reducing the tender quantity can be made by APFD even after the completion of the tender period and it is binding on the firm without any recourse.
- 11) The APFD reserves the right to accept or reject any tender and to cancel the tender process and reject all tenders at anytime prior to the award of contract without thereby incurring any liability to the affected Tenderer or any obligations to inform the affected Tenderers, the grounds of acceptance or rejection.
- 12) **'Annual Maintenance Contract of Plotters and Printers'** i.e., **Goods & Services** desired are as follows:
 - a. AMC is required for 3 No's of 42" HP Designjet 800PS Plotters and 1 No's of HP5550dn A3 Color Laser Printer.
 - b. AMC is comprehensive and should include all the spares of the Plotters and printers excluding the Cartridges & Print heads for Plotters; and Cartridges & Imaging Unit for Printers. Under no circumstances these will be provided by the APFD.
 - c. The Firm shall take the responsibility for safety of hardware, software of Plotters and Printers which are taken for repair.
 - d. Preventive maintenance shall be carried out by the Firm once in every fortnight. All the reports shall be submitted along with the bill every quarter.
 - e. Service includes break fix/ Replacement. The service coverage should include free replacement of all parts with new parts. In case of replacement, the item replaced should be of same configuration or higher configuration.
 - f. Services shall be provided at 24x365 by the Firm.
 - g. Onsite response time of all the complaints will be attended immediately by the Firm and closed within 24 hours of complaint. Annualized uptime shall be 95%.
 - h. The period of Contract will be for One Year from the Date of Agreement.
- 13) The Annual Maintenance of **Plotters & Printers** should be affected strictly as per Terms & Conditions. The schedule is tentative & APFD is having every right to revise schedule.
- 14) The Tenderer whose tender has been accepted will be informed about the award of the contract by the authorities prior to the expiration of the validity period by a registered letter. The successful bidder has to enter into an agreement agreeing to all the conditions of the contract with the APFD on Non-judicial stamp paper of value of Rs.100/- within 15 days from the date of receipt of the intimation to him that his TENDER has been accepted. The format of agreement shall be supplied to THE FIRM along with communication of accepting the rates quoted.

- 15) If the successful Tenderer fails to execute the agreement within the time specified or withdraw the tender after the intimation of the acceptance of his tender by APFD or he is unable to undertake the contract due to any other reason, his contract will be cancelled and his EMD shall be forfeited and he will also be liable for all damages sustained by the APFD, by reason of breach including the liabilities to pay differences between the prices accepted by him and those ultimately paid for the procurement of the Goods & Services. Such damages shall be assessed by the PCCF or APCCF(IT) whose decision shall be final and shall be binding on the supplier.
- 16) All Goods & Services and Supply, assembling, Commissioning, testing etc. of his hardware for this purpose including accessories shall be the responsibility of the FIRM.
- 17) **Comprehensive Warranty:** AMC of Plotters & Printers including components replaced during AMC period will be covered by onsite, for a period of 1 year from the date of commissioning. THE FIRM shall be responsible to complete the registration process with the respective manufacturers/ producers/ developers. The problems arising thereof in the quality, performance and warranty during the period of warranty shall be attended to and rectified by THE FIRM and the respective manufacturers/ producers/ developers, within 24 hours of lodging the complaint by APFD. For this purpose, the Goods & Services shall be collected by THE FIRM and to be delivered back to APFD after satisfactory repairs. Any component required to be replaced within the warranty period will be a totally new component and not reconditioned or repaired component.
- 18) **Performance-cum-Security Deposit:** The Successful bidder has to furnish Performance-cum-Security Deposit for an amount of 20% of the contract value in favour of DFO, Hyderabad with a validity period of 1 years + 3 months from the date of commissioning. It shall be released to THE FIRM after completion of THE Firm's performance obligations under the contract. It shall be in one of the following forms
- i. A **Bank Guarantee** or
 - ii. An irrecoverable **Letter of Credit** or
 - iii. A cashier's certified Cheque,
- issued by a reputed Indian Nationalized or private Bank located in the limits of Greater Hyderabad The work should be affected strictly as per time schedule.
- 19) Since rate quoted is inclusive of VAT/CST payable no claim for VAT/CST payable will be admitted at a later stage & on any ground whatsoever, irrespective of the firm mentioning and recording any thing contrary to the above in the Quotation. After the implementation of VAT and even after any changes contemplated in the tax structure and the rate of taxes to be levied by the State Government the rates Quoted to APFD should be constant and it should be applicable to all work orders placed by APFD.
- 20) APFD reserves the right to reject Annual Maintenance Contract Service for Plotters and Printers, if the Services are not made strictly as per the Tender & Conditions made by the Firm. In this regard, the decision of the APCCF (IT) is final and binding on the parties without any recourse.
- 21) THE FIRM should furnish copies of registration of firm, CST/VAT registration, Sales Tax registration and Latest Income Tax Assessment order etc, along with the Agreement, if not enclosed along with the tender and if APFD has consciously accepted the non-submission of documents along with the tender.
- 22) The APFD reserves the right to reject either the entire service or impose cut or forfeit the EMD at its discretion, if the firm fails to start the services immediately on the date of commencement of work.
- 23) **Payment Schedule:** No advance payment shall be made to THE FIRM. The standard APFD payment schedule will be followed. The payment to THE FIRM shall be made by APFD only through cheques. The Payment shall be made to THE FIRM only after production of Performance-cum-Security Deposit. Payment will be made every quarter

after providing the services satisfactorily and on production of satisfactory certificate from Geomatics Centre.

- 24) If any Plotters or Printers are moved or shifted out of Aranya Bhawan, to any location within HMDA limits, the service shall be continued.
- 25) The FIRM will be responsible for quality of material supplied for replacement/repairs of machines. The Firm shall make all the efforts to rectify the defects within the time frame. If the defects pointed out are not rectified in the time frame, the agreement will be liable for termination and the Security-cum-performance deposit will be forfeited.
- 26) **Delay in AMC:** If THE FIRM is unable to undertake the contract due to any other reason, his contract will be cancelled. In the event of failure to start the AMC, the APFD reserves the right to procure the Goods and Services from any other Firm or Agency and the Firm shall be liable for recovery of the excess cost, if any incurred by APFD. However, if the cost is lower than that of the Firm, no benefit will accrue to the FIRM.
- 27) **Of Penalties:**
- a. If any failure or breakdown occurs it shall be resolved by the Firm within 24 hours, failing which standby arrangement shall be made by the Firm. In case equipment be shifted from Aranya Bhawan permission shall be obtained from officers of IT wing. Fine of Rs 500/- per day will be levied for delayed period.
 - b. APFD reserves the right to levy penalty or withhold part or full payment payable to the Firm, without prejudice to Firm, in the event of delay in providing Goods and Services, providing of Goods & Services not conforming to the specifications. In this regard, the decision of the PCCF or APCCF(IT) shall be final. The FIRM is further liable to reimburse / compensate APFD or to third party for any loss, damage, injury, harm etc., caused or arising out of the negligence in supply of low quality Goods & Services, or any other act or breach of contract, in addition to imposing penalty @ 5% of the Agreement Value, forfeiture Performance-cum-Security Deposit besides being blacklisted for a period of five (5) years to supply of any material as well as disqualifying the FIRM to participate in the future tenders/supplies.
 - c. If any Goods & Services provided by THE FIRM have been subsequently found to be in bad order, inferior in quality or description or otherwise faulty, then the contract price or prices of such Goods and Services will be recovered from THE FIRM, if payment had already been made to him. Otherwise THE FIRM will not be entitled to any payment what so ever for such supply.
 - d. For infringement of the stipulations of the contract or other justified reasons, the contract would be terminated by the PCCF and THE FIRM shall be liable to pay for all losses sustained by APFD. In consequence of termination, loss would be recovered personally from THE FIRM or from his Performance-cum-Security Deposit or from his properties or other money due or may become due to him.
 - e. The amount to be recovered, if not paid by the FIRM will be liable to be recovered under LRR Act.
 - f. THE FIRM shall be liable for criminal proceedings under the appropriate Section/s of the Cr.P.C. for adulteration of the Goods and Services, if any, besides blacklisting and forfeiture of the Performance-cum-Security Deposit.
- 28) Notwithstanding anything contained in the terms and conditions of this Agreement the PCCF is the ultimate authority in deciding the recovery of percentage of penalty from THE FIRM taking into account the outputs position and future requirement of the surveying & mapping to be made in the larger interest of the organization.
- 29) The equipment should be repaired on site, if any problem arises and within time frame, otherwise standby equipment should be provided till the equipment is repaired.
- 30) Penalty as may be decided by the tender approving authority will be imposed when the

supply/ service is rejected in verification.

- 31) Penal clauses of THE FIRM whatsoever like payment of interest on late payment of bills etc shall not be acceptable to APFD.
- 32) THE FIRM shall not be allowed at any time on any ground what so ever to claim revision or modification in the rates quoted by him.
- 33) The APFD reserves the right to add/delete/change/modify any or all the conditions mentioned in the tender schedule in consultation with the FIRM and the said addition/ deletion/ changes/ modifications can be incorporated in the agreement to be entered into with the FIRM irrespective of tender conditions mentioned in the notice inviting tender or in the tender schedule or the same can be incorporated in a form of codicil as the case may be and the same will be binding on the FIRM without any recourse.
- 34) The APFD reserves the right to terminate/ amend/ modify the contract in consultation with the FIRM. Similarly terms and conditions of the tender may be amended/ modified by APFD, if necessary, to ensure competitiveness and quality of work.
- 35) INDEMNITY: The Tenderer shall at all times indemnify APFD, against all claims, which may arise in respect of supply of low quality of commodities/ material/ items/ service etc., not conforming to the specifications and/or that may arise due to piracy of the Service.
- 36) SUB-CONTRACTING: The contract supply awarded should be executed by the successful Tenderer/ quotationer only and sub-contract of supply is not permitted.
- 37) If evidences are found that THE FIRM fails or neglects to be complied with any of the terms and conditions of the contract or with any order issued there under then, in such a case, the APFD shall without prejudice to any other right or remedies under this contract as a right and be entitled to cancel the contract by giving a notice in writing to the FIRM without being liable to pay any compensation for such cancellation.
- 38) THE FIRM has to furnish the declaration that they have not been black listed in any of the organizations. Any wrong declaration in this regard which comes to the notice at a later date will disqualify them from tendering in future in APFD and the tenders so received and the contracts so awarded shall be automatically rejected.
- 39) **Force Majeure:** If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by any reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the APFD as to whether the delivery have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract. The event of delay caused shall not be counted towards the time schedule.
- 40) **Settlement of Disputes or Differences:** If the dispute or the difference of any kind whatsoever shall arise between THE FIRM and APFD in connection or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. If the parties failed to resolve their dispute or difference by such mutual consultation, it shall be settled through arbitration provided either of them gives notice to the other party of its intention to commence arbitration. The dispute or difference arising would be subject to the jurisdiction of the civil courts at Hyderabad, A.P., only.

41) **Miscellaneous:** Headings used in this document are for convenience & ease of reference only, and shall not be relevant to or affect the meaning or interpretation of this document.

ANDHRA PRADESH FOREST DEPARTMENT

PROCEDURE FOR BID SUBMISSION ON E-procurement PLATFORM (e-Tendering)

The bidder shall submit his response through Bid submission to the tender o by following the procedure given below.

1. Offline bids are invited by the Tender Inviting Authority for the tenders published in paper notification.
2. The bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the standard formats. The bidders submit the original hard copies of all the relevant certificates, documents etc., in support of their eligibility criteria/technical bids and other certificate/documents. The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity. The bidder shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document. The Technical Bids, the commercial bids and the EMD shall be sealed in separate covers and finally sealed in a large cover and shall be submitted to APCCF(IT).
3. **Hard copies:**
 - i. Attested copies of all original hard copies including D.D towards EMD by participating bidders must submit to the tender inviting authority, either personally or through courier or post and the receipt of the same within the stipulated date shall be the responsibility of the bidder, before scheduled date and time of the opening of the Technical bid, otherwise the tender will be rejected.
 - ii. All the bidders shall invariably submit all hard copies including DD in original and submission of EMD will be the primary requirement to consider the bid responsive.
 - iii. The department shall carry out the technical evaluation solely based on the submitted offline certificates/documents, DD towards EMD and open the price bids of the responsive bidders after evaluation of technical bids and results of the samples.
 - iv. The department will not take any responsibility for any delay in receipt/non-receipt of original DD/BG towards EMD, Certificates/Documents from the successful bidder before the stipulated time of entering into agreement. On receipt of documents, the department shall ensure the genuineness of the DD/BG towards EMD and all other certificates/documents submitted by the bidder in support of the qualification criteria before concluding the agreement.
 - v. The department will notify the successful bidder for submission of original hardcopies of all the uploaded documents DD towards EMD prior to entering into agreement.
4. The bidder is requested to get a confirmed acknowledgement from the Tender Inviting Authority as a proof of Hardcopies submission to avoid any discrepancy.
5. **Tender Document:** The bidder is requested to download the tender document from www.apforest.org; <http://forest.ap.nic.in/> and read all the terms & conditions mentioned in the tender Document and seek clarification if any from the Tender Inviting Authority. The bidder has to keep track of any changes by viewing the Addendum/Corrigenda issued by the Tender Inviting Authority on time-to- time basis. The Department calling for tenders shall not be responsible for any claims/problems arising out of this.

For further clarification please contact:

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