

**GOVERNMENT OF TELANGANA  
FOREST DEPARTMENT**

**Tender Document for  
Annual Maintenance Contract of UPS at  
Aranya Bhawan, Saifabad, Hyderabad**

**TELANGANA FOREST DEPARTMENT**

**NOTICE INVITING TENDER**

<b>Item No.</b>	<b>Item Description</b>	<b>Item Particulars</b>
<b>A.</b>	Department Name	Telangana Forest Department
<b>B.</b>	Circle/Division	IT Wing, O/o Principal Chief Conservator of Forests
<b>C.</b>	FILE / NIT Number	2241/2018/IT
<b>D.</b>	Tender Subject	<b>AMC of UPS at Aranya Bhawan, Saifabad, Hyderabad</b>
<b>E.</b>	Quantity	<b>60 KVA- 3 Nos &amp; 20 KVA 2 Nos</b>
<b>F.</b>	Period of Contract	<b>1 Year</b>
<b>G.</b>	Form of Contract	Product Wise
<b>H.</b>	Tender Type	Open
<b>I.</b>	Tender Category	Services
<b>J.</b>	EMD Amount (INR)	<b>Rs. 15,000.00</b> (Rupees Fifteen Thousand only)
<b>K.</b>	EMD payable:	Demand Draft drawn in favour of <b>Accounts Officer-I</b> payable at <b>Hyderabad</b> from any scheduled Bank.
<b>L.</b>	Bid Document Obtaining/ downloading Start Date	<b>21 .09.2020, 05.00 PM</b>
<b>M.</b>	Bid Document Obtaining/ downloading End Date	<b>12 .10.2020, 03.00 PM</b>
<b>N.</b>	Pre-bid conference / Demo of the equipment	<b>-NA-</b>
<b>O.</b>	Last Date & Time for Receipt of Bids	<b>12.10.2020, 5.00 PM</b>
<b>P.</b>	Bid Validity Period	<b>60 Days</b>
<b>Q.</b>	Technical Bid Opening Date and Time (Qualification and Eligibility Stage)	<b>13.10.2020, 11.30 AM</b>
<b>R.</b>	Price Bid Opening Date and Time (Financial Bid Stage)	<b>14.10.2020, 3.30 PM</b>
<b>S.</b>	Place of Tender Opening	Chambers of Add. Prl. Chief Conservator of Forests(Dev & IT), Room No. 522, Aranya Bhavan, Saifabad, Hyderabad.
<b>T.</b>	Tender Inviting / Opening Authority	Add. Prl. Chief Conservator of Forests(Dev & IT), Aranya Bhavan, Saifabad, Hyderabad.
<b>U.</b>	Address/ E-mail id	O/o Principal Chief Conservator of Forests (HoFF), Aranya Bhavan, Saifabad, Hyderabad. dcf_fca_tsfd@telangana.gov.in

V.	Contact Details/ Telephone, Fax	<ol style="list-style-type: none"> <li>1. <b>Smt.Vamshi Priya, FRO (GIS)</b>, Ph-040-23231701 Ext 520</li> <li>2. Sri P.Sreenivasa Rao, Dy.CF(IT), Room No: 327, 040-23231417, dcf_fca_tsfd@telangana.gov.in</li> </ol> <p><b>O/o Prl. Chief Conservator of Forests (HoFF), Aranya Bhavan, Saifabad, Hyderabad.</b></p>
W.	<b>Eligibility Criterion</b>	<ol style="list-style-type: none"> <li>1. The Tenderer should possess all requisite licenses, registrations etc., and the same should be obtained invariably before transacting business with TELANGANA STATE Forest Department.</li> <li>2. The Tenderer should inform TELANGANA STATE Forest Department the correct address from where the supplies are going to be made to TELANGANA STATE Forest Department.</li> <li>3. The Tenderer should possess an experience certificate and other Certificates like Registration of Firm if applicable, GST registration, Latest Income Tax Return, should be enclosed invariably along with the tender schedule. In case of non-submission of these certificates, the TSFD 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 / Additional Principal Chief Conservator of Forests (IT) is final and binding on all the Tenderers without any recourse.</li> <li>4. The bidder must have experience in providing Integrated AMC for last 5 years as on bid calling date.</li> <li>5. The bidder must have minimum experience of providing the Service to 5 organisations, out of which atleast 2 Govt. Organizations or Semi. Govt. Organisations in the same field.</li> <li>6. The bidder should have base in Telangana and the details of infrastructure facilities available in Telangana be furnished.</li> <li>7. The bidder must have sufficient man power with required skills &amp; qualifications to above said equipments.</li> <li>8. 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 31<sup>st</sup> December 2019.</li> </ol>
X.	<b>Procedure for Bid Submission</b>	<ol style="list-style-type: none"> <li>1. <b>Bids shall be submitted online.</b> Few copies of documents will be accepted offline, in case the tenderer failed to upload documents, because of network traffic in the website. <b>However, the financial bid must be online only.</b></li> <li>2. The participating bidders in the tender should register themselves on e-procurement platform in the website <b><u><a href="https://tender.telangana.gov.in">https://tender.telangana.gov.in</a></u></b></li> <li>3. The bidders who are desirous of participating in e-procurement shall submit their technical bids, financial bids online 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 self-attested hard copies to APCCF(Dev. &amp; IT), O/o Principal Chief Conservator of Forests, Room No:522, Aranya Bhavan, Saifabad, Hyderabad on or before opening of technical bids, failing which their tender will be rejected.</li> </ol>

		<p>a) <b>EMD</b> in the form of Demand Draft payable in favour of the <b>Accounts Officer-I, payable at Hyderabad</b> 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.</p> <p>b) <b>Technical expertise, support &amp; experience</b></p> <p>c) <b>Registration</b> of the firm.</p> <p>d) Copy of <b>PAN Card and latest Income Tax return.</b></p> <p>e) Copy of <b>GST registration</b> and latest <b>return</b></p> <p>f) Copy of <b>Infrastructure and resources details</b> including the helpdesk.</p> <p>g) Declaration that they have not been black listed anywhere.</p> <p>h) Clientele list of minimum 5, of which at least 2 should be Govt. Organizations or Semi. Govt. Organisations in the same field (with <b>Customer satisfactory reports</b> form the concerned Organizations).</p> <p>i) <b>Financial Bid duly signed and stamped by the Tenderer offered online in a separate sealed cover.</b></p> <p>j) Must produce the <b>latest work orders</b> pertaining to AMC quoted to other clients.</p> <p>4. <b>Transaction fee on e-Procurement Platform:</b> All the participating bidders shall pay a transaction fee (non-refundable) as mentioned in the NIT payable to M/s Vayam Technologies Limited, Hyderabad and through on line. (0.03% of estimate contract value + 14% service tax). It is mandatory for all the participant bidders from 1st January 2006 to pay a Non-refundable Transaction fee electronically to M/s. Vayam Technologies Limited, the service provider through "Payment Gateway Service on E-Procurement platform".</p> <p>The Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any bank and Direct Debit facility/Net Banking of ICICI Bank, HDFC, Axis Bank to facilitate the transaction. This is in compliance as per G.O.Ms. 13 dated 07.05.2006. A service tax of 15% + Bank Charges for Credit Card Transaction of 2.09% (inclusive of service tax) on the transaction amount payable to Vayam Technologies Limited shall be applicable.</p> <p>5. <b>Corpus Fund:</b> As per GO MS No.4, User departments shall collect 0.04% of ECV (estimated contract value) <b>with a cap of Rs.10,000</b> (Rupees ten thousand only) for all works with ECV up to Rs.50 crores and Rs.25,000/- (Rupees twenty five thousand only) for works with ECV above Rs.50 crores, from successful bidders on e-Procurement platform before entering into agreement / issue of purchase orders, towards e-procurement fund in favour of Managing Director, T.S.T.S, HYDERABAD.</p> <p><b>NOTE:</b> There shall not be any charge towards e-Procurement fund in case of works, goods and services with ECV less than and up to Rs. 10 Lakhs.</p>
Y.	Transaction Fee Payable To	Nil
Z.	<b>General Terms and Conditions</b>	<p><b><u>TENDER CONDITIONS FOR “Annual Maintenance Contract of UPS” at Aranya Bhawan, Saifabad, Hyderabad.</u></b></p> <p>1) Online (e-Tendering) tenders are invited for providing the above said</p>

services. The Telangana State Forest Department (TSFD) 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/service for not less than three years and should have supplied bulk quantities/ services to any reputed institution or institutions as the case may be. A copy of the certificate issued by the authorities under Shops and Establishments Act and a copy of the supply/ purchase order for having supplied bulk quantities/ services, have to be scanned and uploaded for technical bid evaluation by TELANGANA STATE Forest Department. The Tenderer shall possess all requisite qualifications as mentioned in **Item No. W** and submit the documents as mentioned in **Item No. 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. The financial bids of those Tenderers who are technically qualified only, will be opened on the date and time as mentioned in the Tender by the PCCF or any other officer authorised by PCCF. The TSFD may extend the last date by issuing an amendment in which case all rights and obligations of the TSFD and the Tenderers previously subject to the original deadline will then be subjected to the new deadline.

- 2) The intending bidders can carryout inspection of UPS equipment during office hours on working days between 2.30 p.m. to 4.30 p.m. up to \_\_\_\_\_.09.2020. No request relating to this point will be entertained after \_\_\_\_\_.09.2020 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) 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 Thousand only) is to be remitted as EMD by way of an Account payee Demand draft drawn in favour of the Accounts Officer-I, O/o PCCF & HoFF, 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 FIRM after successful completion of the supply and installation of Goods & services in all respects. 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 30 (thirty) days from the date of negotiations or for the extended period as desired by TSFD in addition to the period of 30 (thirty) days mentioned above in the event of his offer being accepted. The rate quoted should be inclusive of all taxes, charges etc. TSFD 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 to TSFD.
- 8) Since rate quoted is inclusive of GST payable no claim for GST payable will be admitted at a later stage and on any ground whatsoever, irrespective of the supplier/service provider mentioning and recording any thing contrary to the above in the Quotation; unless otherwise any revision in the tax structure is made by the Statutory subsequent to the entering into agreement
- 9) 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 Procurement Committee shall be final and binding on the firm without any recourse.

- 10) TSFD reserves the right either to reject any or all tenders without assigning any reason. In this regard the decision of TSFD 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 TSFD, the acceptance or rejection of the tender by TSFD, or methodology adopted by TSFD, in short listing the companies for the supply and installation of Goods & services etc, shall not become a cause of action or ground to initiate any legal action before any Court or Courts of Law for obtaining any order, Injection, Direction etc., from the Hon'ble court or Courts to stall the proceedings in TSFD.
- 11) The tendered quantity is tentative. It may be increased or decreased at the discretion of TSFD on the same terms and conditions even after the tender period. In other words increasing or reducing the tender quantity can be made by TSFD even after the completion of the tender period and it is binding on the firm without any recourse.
- 12) The TSFD 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.
- 13) '**Terms & Conditions Annual Maintenance Contract of UPS**' are given as **Schedule I** to this document.
- 14) The Annual Maintenance of **Goods and Services** should be affected strictly as per Terms & Conditions. The schedule is tentative & TSFD is having every right to revise the schedule.
- 15) The successful bidder (THE FIRM) has to enter into an agreement agreeing to all the conditions of the contract with the TSFD 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.
- 16) 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 Telangana State Forest Department 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 Telangana State Forest Department, 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 commodity/service. Such damages shall be assessed by the Principal Chief Conservator of Forests or any other Officer authorised by Principal Chief Conservator of Forests whose decision shall be final and shall be binding on the supplier.
- 17) AMC of all Goods & Services and Supply, assembling, Commissioning, testing etc. of his hardware for this purpose (UPS) including accessories shall be the responsibility of the FIRM.
- 18) THE FIRM shall obtain the authenticity certificate from concerned vendors and furnish it to TSFD before supplies made.
- 19) **Comprehensive Warranty:** AMC of UPS Services 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 TSFD. For this

purpose, the Infrastructure Management Service shall be collected by THE FIRM and to be delivered back to TSFD 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.

- 20) **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 Accounts Officer-I, O/oPCCF, Telangana State, 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.

- 21) Since rate quoted is inclusive of GST payable no claim for GST 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 TSFD should be constant and it should be applicable to all work orders placed by TSFD.

- 22) TSFD reserves the right to reject Annual Maintenance Contract Service for UPS, if the Services are not made strictly as per the Tender & Conditions made by the Firm. In this regard, the decision of the PCCF or Procurement Committee is final and binding on the parties without any recourse.

- 23) If the FIRM fails to provide the Service as per scheduled time period, the TSFD reserves the right to levy a penalty of 5% on the value of services.

- 24) THE FIRM should furnish copies of registration of firm, GST registration, Sales Tax registration and Latest Income Tax Assessment order etc, along with the Agreement, if not enclosed along with the tender and if TSFD has consciously accepted the non-submission of documents along with the tender.

- 25) The TSFD 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.

- 26) **Payment Schedule:** No advance payment shall be made to THE FIRM. The standard TSFD payment schedule will be followed. The payment to THE FIRM shall be made by TSFD only through cheques. The Payment shall be made to THE FIRM only after delivery, testing, commissioning, assembling and inspection etc of the goods & services at each specified location; and on production of Performance-cum-Security Deposit. THE FIRM shall submit certificate of delivery, installation, acceptability and satisfaction from the IT Wing, O/o PCCF&HOFF duly signed by officer(s) of IT wing of TSFD. The date on which such certificate is signed shall be deemed to the date of Commissioning. Payment will be made every quarter after providing the services satisfactorily and on production of satisfactory certificate from IT-Wing, O/oPCCF.

- 27) If any hardware, software, appliances, peripherals are moved or shifted out of Aranya Bhawan, to any location within HMDA limits, the service shall be continued.

- 28) 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.

- 29) Services shall be provided at 24x365 by the Firm.
- 30) 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%.
- 31) The Firm shall take the responsibility for safety of hardware, software, peripherals and appliances which are taken for repair.
- 32) 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.
- 33) **Delay in replacement of goods & services:** 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 supply/ delayed supply, the TSFD 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 TSFD. However, if the cost is lower than that of the Firm, no benefit will accrue to the FIRM.
- 34) **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. TSFD 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 supply of Goods and Services, supply of Goods & Services not conforming to the specifications, supply of Goods & Services with adulteration. In this regard, the decision of the PCCF or any officer authorized by the PCCF shall be final. The FIRM is further liable to reimburse / compensate TSFD 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 and Services supplied by THE FIRM have been partially or wholly used or consumed after supply and are 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 TSFD. 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.
- 35) 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.

- 36) Shortage and damages will be intimated to the suppliers/ service providers and the equivalent amount will be deducted from the bill amount, if they are not replaced/ rectified by the supplier/ service provider.
- 37) 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.
- 38) 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.
- 39) Penalty as may be decided by the tender approving authority will be imposed when the supply/ service is rejected in verification.
- 40) Penal clauses of THE FIRM whatsoever like payment of interest on late payment of bills etc shall not be acceptable to TSFD.
- 41) The supplied material/ service should be without adulteration. If adulteration is noticed in the material/ service supplied the supplier/ service provider will be prosecuted besides blacklisting the firm and forfeiting the Earnest Money Deposit. The Telangana State Forest Department, also reserves the right to levy an additional Composite penalty at 5% on the total value of the material/ service supplied to Telangana State Forest Department by the supplier/ service provider in case of what so ever quality problems encountered by Telangana State Forest Department in supply of the material/ service and if the decision is taken to return/reject the material/ service to the supplier/ service provider. In this regard the decision of Telangana State Forest Department is final. In case of failure to remove the rejected goods from the premises of Telangana State Forest Department reserves the right to charge ground rent from the supplier/ service provider.
- 42) The TSFD 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.
- 43) The TSFD 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 TSFD, if necessary, to ensure competitiveness and quality of work.
- 44) INDEMNITY: The Tenderer shall at all times indemnify Telangana State Forest Department, 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 Infrastructure Management Service.
- 45) SUB-CONTRACTING: The contract supply awarded should be executed by the successful Tenderer/ quotationer only and sub-contract of supply is not permitted.
- 46) 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 TSFD 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.
- 47) THE FIRM shall not be allowed at any time on any ground whatsoever to claim revision or modification in the rates quoted by him.
- 48) 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 TSFD and the tenders so received and the contracts so awarded shall be automatically rejected.

- 49) **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 TSFD 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.
- 50) **Settlement of Disputes or Differences:** If the dispute or the difference of any kind whatsoever shall arise between THE FIRM and TSFD 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, Telangana State, only.
- 51) **Miscellaneous**
- a. This Agreement together with the annexure hereto executed by the Parties hereto constitutes the entire agreement between the Parties with respect to the subject matter hereto and supersedes and cancels all previous agreements and negotiations thereof.
  - b. This Agreement may be amended by the Parties only in writing, which writing must be signed by authorized representatives of the Parties.
  - c. Each Party shall bear its own legal and other expenses incurred in connection with this Agreement
  - d. Headings used in this Agreement are for convenience and ease of reference only, and shall not be relevant to or affect the meaning or interpretation of this Agreement.
  - e. In the event of any provision of this Agreement being held or becoming invalid, unenforceable or illegal for any reason, this Agreement shall remain otherwise in full force apart from the said provision, which will be replaced with a legally valid provision that most nearly reflects the same purpose as that of the deleted provision.

**TELANGANA STATE FOREST DEPARTMENT**  
**PROCEDURE FOR BID SUBMISSION ON E-procurement PLATFORM**  
**(e-Tendering)**

The bidder shall submit his response through Bid submission to the tender on e-Procurement platform at [www.tender.telangana.gov.in](http://www.tender.telangana.gov.in) by following the procedure given below.

1. The bidder would be required to register on the e-procurement market place [www.tender.telangana.gov.in](http://www.tender.telangana.gov.in) and submit their bids online. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-procurement platform.
2. The bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the online standard formats displayed in e-Procurement web site. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/technical bids and other certificate/documents in the e-Procurement web site. 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. If there is congestion in web portal of the e-procurement, some of the technical documents may be submitted offline to the tender inviting authority.
3. **Registration with e-Procurement platform:** For registration and online bid submission bidders may contact HELP DESK of M/s Vupadhi Techno Services Pvt. Ltd. <https://tender.telangana.gov.in> .
4. **Digital Certificate authentication:** The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on e-Procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-Procurement platform.
5. **For obtaining Digital Signature Certificate, you may please Contact:**

TSTS Office, 2nd floor, HACA Bhavan, Opp Public Gardens, Saifabad,  
Hydrabad - 500004  
Contact Helpdesk : 9177769764
6. **Payment of Transaction Fee:** It is mandatory for all the participant bidders from 1st January 2006 to electronically pay a Non-refundable Transaction fee to M/s M/s Vupadhi Techno Services Pvt. Ltd., the service provider through "Payment Gateway Service on E-Procurement platform". The Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any bank and Direct Debit facility/Net Banking of ICICI Bank, HDFC, Axis Bank to facilitate the transaction. This is in compliance as per G.O.Ms. 13 dated 07.05.2006. A service tax of GST + Bank Charges for Credit Card Transaction of 2.09%(inclusive of service tax) on the transaction amount payable to M/s Vupadhi Techno Services Pvt. Ltd., shall be applicable.
7. **Corpus Fund:** As per GO MS No.4 User departments shall collect 0.04% of ECV (estimated contract value) with a cap of Rs.10,000 (Rupees ten thousand only) for all works with ECV up to Rs.50 crores and Rs.25,000/- (Rupees twenty five thousand only) for works with ECV above Rs.50 crores, from successful bidders on e-Procurement platform before entering into agreement / issue of purchase orders, towards e-procurement fund in favour of Managing Director, APTS. There shall not be any charge towards e-Procurement fund in case of works, goods and services with ECV less than and up to Rs. 10 Lakhs.
8. **Tender Document:** The bidder is requested to download the tender document and read all the terms and conditions mentioned in the tender Document and seek clarification if any from the Tender Inviting Authority. Any offline bid submission clause in the tender document could be neglected. 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 in the E-Procurement platform.

The Department calling for tenders shall not be responsible for any claims/problems arising out of this.

9. **Bid Submission Acknowledgement:** The bidder shall complete all the processes and steps required for Bid submission. The system will generate an acknowledgement with a unique bid submission number after completing all the prescribed steps and processes by the bidder. Users may also note that the bids for which an acknowledgement is not generated by the e-procurement system are treated as invalid or not saved in the system. Such invalid bids are not made available to the Tender Inviting Authority for processing the bids. The TSFD and M/s Vayam Technologies Limited are not responsible for incomplete bid submission by users.

**10. For assistance on e-tendering please contact**

**Vupadhi Techno Services Pvt. Ltd.**  
**1st Floor, Ramky Grandiose,**  
**Sy. No: 136/2 & 4, Gachibowli,**  
**Hyderabad - 500032.**  
**Telangana State.**  
**+91 40-33762222, 23**

**For further clarification please contact:**

**Smt.Vamshi Priya, FRO (GIS), Ph: 040-23231701, Ext:520**

**Sri P. Sreenivasa Rao, DCF (IT), Ph: 040-23231417 ; e-mail: dcf\_fca\_tsfd@telangana.gov.in**

**Sri M.C. Pargaien, IFS, APCCF(Dev & IT), 040-23231538**

**O/o PCCF, Tealangana, Aranya Bhavan, Saifabad, Hyderabad.**

## Schedule I

### **Annual Maintenance Contract of UPS (60 Kva - 3 Nos) at 24x365 at Aranya Bhawan, Saifabad, Hyderabad**

#### **Terms and Conditions:**

1. AMC is comprehensive and should include all the spares of the UPS by the firm undertaking AMC. Under no circumstances these will be provided by the Forest Department.
2. Onsite response time – The complaint should be attended immediately and should be closed within 24 hours of complaint.
3. Firm should take full responsibility for the safety of the UPS which are taken for repair.
4. AMC is comprehensive, except consumables like batteries (DC backup source).
5. 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.

6. **The period of Contract will be for One Year from the Date of Agreement.**