

**Tender Schedule(RFP)for Selection of Agencies for
Supply and Installation of Central UPS to
Commissionerate office at Chuttugunta Center,
Guntur, Andhra Pradesh**



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Government of Andhra Pradesh
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TENDER NOTICE

This Request For proposal/Tender Document is being published by Department of Agriculture, Government of Andhra Pradesh to select an agency for supply and installation of Central UPS to Commissionerate Office, Chuutugunta, Guntur, Andhra Pradesh

All interested bidders shall pay EMD and submit their Technical responses (off line) and Financial responses (Online) through e-Procurement platform i.e www.apecurement.gov.in

This RFP document comprises of 3 sections namely;

- Section 1 : Scope of Work and Technical requirements
- Section 2 : Instructions to Bidders & Bid Process
- Section 3 : Documents

Bidders are advised to study this Tender document carefully before submitting the Bids in response to the Tender notice. Submission of a Bid in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

This Tender document is not transferable. Before submission of bids, bidders must ensure that scanned copy of all the necessary documents have been attached with the bid. The Agriculture Department is not responsible for delay in Bid submission due to any reason. Bidders are advised to submit the necessary EMD, and Bid documents on the e-Procurement Portal well in advance. Bidders are requested to attend a pre-bid meeting as per details provided on the e-Procurement Portal.

Critical Information:

Bid calling date	17.08.2023
Technical bid (Offline) @ IHC Corporate, Bus Depot road, Mangalagiri	24.08.2023 @ 11 AM (Product brochures also to be displayed)
Financial Bid (e procurement portal only)	30.08.2023 01.00 PM.
DEPARTMENT OF AGRICULTURE Contact person	Commissioner of Agriculture, Contact No.s : 73373 46678, 89854 09434
DEPARTMENT OF AGRICULTURE Reference No.	Department of Agriculture AGC02-30022/1/2020

Note:

- Bidders should contact e-Procurement Portal contact No's only for any information.

Tenders are invited by Commissioner of Agriculture, Dept of Agriculture, Government of Andhra Pradesh on e-Procurement platform from the Original Equipment Manufacturers / Agencies authorized by OEM for the supply and installation of Central UPS.

Commissioner of Agriculture shall issue Purchase Order (POs) to supply and installation of Central UPS. Bidders should note that all prices quoted shall remain unchanged for duration of 11 months from the date of issue of Purchase Order.

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SECTION 1: SCOPE OF WORK AND TECHNICAL REQUIREMENTS

This section provides details pertaining to the following:

- Introduction
- Scope of Work
- Central UPS Specifications
- Project Duration & Timelines

1. Introduction

The Agriculture Department having its office at Chuttugunta Center, Guntur Andhra Pradesh working for the welfare of the farmers across the state. Due to frequent power cuts, the PCs are being damaged and work is being hampered. So, it is felt necessary to have a Central UPS connection to all the systems in the office.

In view of the above, Commissioner of Agriculture, Department of Agriculture, Government of Andhra Pradesh intends to select the agencies to supply and install the central UPS at Chuttugunta office Guntur.

2. Scope of Work

The following activities are to be carried out by the bidder under this assignment;

- a) Supply the Central UPS as per the Technical specifications of this tender document. It is the responsibility of the bidder to ensure that all related components/accessories/cables etc required for installation is also a part of this work.
- b) Installation of the UPS and providing Power supply to all the systems in the office
- c) Provide Warranty as per Technical specifications.
- d) It is the responsibility of the bidder to arrange for the necessary logistics and ensure the smooth transportation of all the items to Chuttugunta office at their own cost. The Bidder is responsible for any damages caused during the transportation. Any, such damaged items has to be replaced by the bidder invariably at no additional cost to Commissioner of Agriculture, AP, Guntur.
- e) Bidder is responsible for paying all the logistics, taxes and levies etc during transport of items.

3. Technical Specifications of Central UPS

The Agriculture department a central UPS for its office at Chuttugunta Center, Guntur, Andhra Pradesh. The bidder has to clearly mention in their technical bid, the Make and Model of the proposed UPS and other accessories/components, which meets the Technical specifications provided below.

Central UPS

A FEATURES	
1	True Inbuilt galvanic isolation transformer
2	DSP Technology Double Conversion.
3	Control Designed to withstand all kinds of Loads.
4	Higher Operating 0~45°C, Storage: -10°C ~ 55
5	Intelligent Battery Management to Prolong Battery Life Cycle.
6	7" Inch Colour Touch Screen Display
7	IGBT based charger for smart battery management & Improve Input Power Factor
8	Operates in a parallel configuration up to 6 no's
B SYSTEM PARAMETER	
1	Capacity 40 KVA (3in — 3 out)
C INPUT	
1	Rated Voltage 380V/400V/415V AC (3Ph+N+PE)
2	Voltage Range 290V - 480V AC ± 5V
3	Frequency Range 50Hz/60Hz ± 10% Auto Sensing
4	Power Factor ≥ 0.99
5	Walk -in Time 5 ~ 300 Sec. (Configurable)
D OUTPUT	
1	Rated Voltage 380V/400V/415V AC 220/230/240VAC (3Ph+N)
2	Frequency Range Auto Sensing 50 / 60 Hz ± 1~10% Sync Mode (Configurable), 50/60 Hz ± 0.1 Hz Battery Mode
3	Voltage Regulation ±1%
4	Crest Factor/Transfer Time 03:1 / Zero
5	Harmonic Distortion ≤ 1% Linear Load, ≤ 5% Non-Linear Load
6	Efficiency Up to 95% Dual Conversion Mode, 99% ECO Mode
7	Over Load ≤ 110% for 60 Min, ≤ 125% for 10 Min, ≤ 150% for 1 Min, ≥ 150% for 300 ms.
E BYPASS	
1	Frequency Range 50Hz/60Hz ± 10% (Configurable)
2	Voltage Range Upper limit: + 20%, -30% (Configurable)
3	Rated Voltage 380V / 400V / 415V AC (3Ph+N+PE).
F BATTERY	
1	Battery Voltage 384V DC Standard (360 ~ 408 Configurable)
2	No.of Batteries 32 (Adjustable)
3	Charging Current Max.(A): 0.10C to 0.25C upto 100~300Ah at 100% Load (Configurable)
G SYSTEM FEATURES	
1	Ingress Protection IP20
2	Alarm Protection Short Circuit, Input Under/Over Voltage, Over Temperature, Over Current
3	Audible Alarms Alarm for batt. Low, DC High, Inverter Under/Over Voltage, Overload, Short Circuit, Fan Failure & UPS Fault
4	LED Indications Bypass, Mains, Battery and Fault

5	LCD Information	Input Voltage & Freq.; Output Voltage, Current, kVA, kW, Total Power, PF, Load % per Phase, Load % Total & Freq. Bypass Voltage & Freq, Inverter Voltage & Freq, Battery Voltage, DC Bus Voltage, Charging Current, Discharging Current Temperature
6	Dimensions	W *D*H(MM): 430x830x1100
7	Weight(Kgs)	255
H COMMUNICATION		
1	Standard	Standard: RS-232
I CERTIFICATIONS		
1	Quality	ISO 9001, ISO 14001, ISO 27001, ISO45001, ISO 50001, RoHS
2	Safety	IEC/EN62040-1
3	Performance	IEC/EN62040-2; IEC/EN62040-3, Complying to CE

Logistics & Freight	Inclusive
Installation & Commissioning	inclusive
Onsite Warranty	3 Years UPS & 2 Years Battery
Service Time	24 – 48 hours
Battery make	Standard renowned Company

Note: The Specifications provided above are minimum and the bidders are free to quote any equipment which are equivalent or better in terms of specifications.

Quality of the Equipment & Timeliness of Supply:

The successful bidder should not compromise on the quality and should supply the items strictly as per tender specifications.

The entire items supplied by the Bidders will be verified by a team of technical experts after the completion of supply.

Any item, if found sub standard or not as per Tender specifications, the supplier is liable to the action taken by the Department of Agriculture and the Supplier will be blacklisted in the state on participation of future Tenders and the same will be publicized across the country.

The Supplier should supply the items as per the timelines failing which the bidder attracts for penalization.

4. Duration & Timelines

4.1 Duration

The Commissioner of Agriculture, Department of Agriculture issues Letter of Intent (LoI) to the successful bidder. The successful bidder has to submit Acceptance letter to Commissioner of Agriculture. Further, the bidder has to submit the Performance Bank Guarantee. On receipt of Performance Bank Guarantee from the bidder, Commissioner of Agriculture issues the Purchase Order/s (PO) to the successful bidder to the number of quantity based on the need, towards the supply of the above items. The number of items may increase to meet the Departments requirement

4.2 Timelines

Activity-wise timelines is shown in the table below:

S. No.	Activity	Timelines by which activity needs to be completed
1.	Issuance of LOI by Commissioner of Agriculture, Department of Agriculture, AP	T0
2.	Submission of PBG by successful bidder	T0 +2 days = T1
3.	Issuance of PO (for required quantity)byCommissioner of Agriculture, Department of Agriculture	T1 +1 day = T2
4.	Delivery& Installation	T2 + 10 days

SECTION 2: INSTRUCTIONS TO BIDDERS & BID PROCESS

1. General Instructions to Bidders

1.1 Completeness of Response

Bidders are advised to study all instructions, forms, requirements and other information in this document carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to this document will be at the Bidder's risk and may result in rejection of its Proposal.

1.2 Proposal preparation costs & related issues

The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by facilitating the evaluation process.

Department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

This RFP does not commit to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award or for preparing this RFP.

1.3 Right to terminate the process

The Commissioner of Agriculture, has right to terminate the RFP process at any point of time without assigning any reason. Department of Agriculture makes no commitments, express or implied, that this process will result in a business transaction with anyone.

This RFP does not constitute an offer by Department of Agriculture. The bidder's participation in this process may result in short listing of the bidder.

1.4Preparation of Proposals

The Proposal as well as all related correspondence exchanged by the bidders and Department of Agriculture shall be written in English language, unless specified otherwise.

In preparing their Proposal, Bidders are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

The Technical Proposals shall contain an Executive summary giving a brief overview of the way the bidder proposes to achieve the outcomes and the assessment of resources required.

The bidder is expected to submit the Technical Proposal as per this document. Submission of the wrong type of Technical Proposal will result in the proposal being deemed non-responsive. The Technical Proposal shall not include any financial information.

The Financial Proposal shall be prepared & submitted through online only in the aprocurement portal.

1.5Submission of Responses

The Financial bid must be submitted through www.apecurement.gov.in only on or before last date & time given in this document. The Financial bid shall be inclusive all the taxes, logistics, handling charges and any other applicable charges.

The bids submitted by telex/telegram/fax/e-mail, etc. Shall not be considered. No correspondence will be entertained on this matter.

The original proposals both Technical and Financial shall contain no interlineations or overwriting, except as necessary to correct the errors made by the bidders themselves. The Bidder can authorize a person to sign all the documents and the same authorized representative who has signed the proposal shall initial the corrections.

An authorized representative of the bidder shall initial on all the pages of the original Technical and Financial Proposals. Only the authorized representatives can attend the Pre-bid meeting.

One set of the documents necessary for Qualification given in this document shall be submitted. Another set has to be kept with the bidder to upload in the eprocurement portal. An authorized representative of the bidders shall initial (sign) all pages of Qualification documents submitted.

Department of Agriculture reserves the right to modify and amend any of the above-stipulated condition /criterion depending upon assignment/project priorities vis-à-vis urgent commitments at any point of time.

1.6Short listing Criteria

Department of Agriculture will shortlist bidders who meet the Qualification criteria mentioned in this RFP document.

Any attempt by a Bidder to influence the bid evaluation Process may result in the rejection of its RFP Proposal.

Bids received by Commissioner of Agriculture, Dept of Agriculture, Andhra Pradesh shall be evaluated by a Technical committee formed for evaluation purposes. All bids shall be initially checked for satisfying the Technical Eligibility criteria mentioned below. All bids that satisfy the eligibility criteria shall be considered for the Technical evaluation process.

2. Technical Eligibility Criteria

Only those interested bidders who satisfy the following eligibility criteria should respond to this Tender. Bidders have to submit proper documentary proof mandatorily, for each of the clause, failing which the bid is subject to rejection.

S No.	Clause	Documentary Proof
1.	The Bidder shall be a Original Equipment Manufacturer (OEM) of the items or an Agency authorized by OEM (In case of Authorized by OEM - Authorization for only one bidder from each OEM shall be considered.)The Bidder must be a company registered in India under companies Act 1956 or partnership Act 1932 and should have been in operation for a period of at least 3 years as on tender published date.	Certificate of incorporation/ Company registration certificate. Valid GST registration certificate& PAN Card Authorization Letter from OEM mentioning the Tender ID .
2.	The OEM / Authorized by OEM (bidder)should not be declared blacklisted / ineligible / debarred by any Government or Private Organisationor has been found to have been engaged in activities or practices which are corrupt, fraudulent, Non Satisfactory work performed or any other unethical business practices, as on date of bid submission.	Self-Declaration from the Bidder as per from authorized signatory of the firm
3.	Bidder should have supplied and installed UPSand should have been in the business in India for a minimum period of Three years as on date of publishing of Tender.	Work orders confirming year and area of activity. Memorandum and Articles of Associations.
4.	The Make / Model of items proposed by the bidder should completely comply with all the Technical Specifications	Technical Specifications Compliance sheet shall be provided duly filled, signed and sealed by authorized signatory and submitted along with the technical bid.
5.	The Bidders should have Office in the State & Service Centers in all the Districts	Proofs of the Office address & Service centers to be furnished.
6.	Earnest Money Deposit	The firm(s) shall require to submit the EMD in the form of Account Payee

S No.	Clause	Documentary Proof
		Demand Draft, or Bank Guarantee (to remain valid for a period of 90 days beyond final bid validity) from any of the Commercial Banks and could be drawn in favour of "Commissioner of Agriculture" payable at Guntur

Note:

- a) The Commissioner of Agriculture, Andhra Pradesh reserves the right to verify, if it so desires, the correctness of documentary evidence furnished by the bidder.
- b) Commissioner of Agriculture, Department of Agriculture, Andhra Pradesh reserves the right to seek clarifications if any, regarding the documents submitted or any information furnished by the bidder.
- c) In the absence of the any supporting documents stated above, the bid will be rejected.

2.1 EMD

Interested bidders shall pay EMD of an amount of Rs.5000/- in the form of DD or Bank Guarantee which shall be valid for 90 days. EMD of the successful bidder will be retained and the unsuccessful bidders will be returned without any interest.

The successful bidder upon the submission of Performance Bank Guarantee, EMD will be returned.

2.2 Technical Evaluation Criteria

Only those bids which satisfy the Technical Eligibility criteria stated above shall be considered for the Technical evaluation.

- a) The Technical Evaluation Committee constituted by Government will evaluate the responses to the Tender and all supporting documents / documentary evidences. To assist in the examination, evaluation and comparison of bids the Commissioner of Agriculture, Andhra Pradesh, at his discretion may ask the bidder for clarification / confirmation of compliance of its bid.
- b) The request for clarification / confirmation of compliance and the response shall be in writing. However, no post bid clarification / confirmation of compliance at the initiative of the bidder shall be entertained. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection of the bidder(s).
- c) The Technical Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- d) The Technical Evaluation Committee reserves the right to accept or reject any bid, and to annul the Tender process at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for this action.
- e) Each of the responses shall be evaluated as per the criteria and requirements specified in this Tender.
- f) The decision of the Committee will be final in this regard.

Bidder has to provide detailed Technical specifications of the items for which they propose to supply for this project. Also it is mandatory for the bidders to provide the Datasheet of each item they propose.

Note: During evaluation, if it is found that the technical specifications of any one or all items are inferior / lesser than the minimum technical specifications asked for in this tender document, then the Commissioner, Department of Agriculture, Andhra Pradesh shall technically disqualify the bidder.

S. No.	Criteria	Marks	Maximum Marks
1.	Bidders should have supplied and installed UPS to o at least 10 Government Or Private organizations in India in the last 3 financial years Work Orders / Purchase Orders and Documentary evidence for delivery on client letter head to be submitted.	0-5 :10 Marks 6-9 :30 Marks >=10 :40 Marks	40
2.	Bidders should have prior experience of supplying at least 20 UPS in the last 3 financial years.	Supply of 0 - 10 :10 Marks Supply of 11-19: 30 Marks Supply of >20:40 Marks	40
3.	Having Office in the State & Service Center	Office Having Office in the State : 20 Marks Not having office : 0 Marks	20
Total			100

The minimum qualifying marks in Technical Evaluation is 75.

3.0 Commercial Bid Evaluation

All commercial bid details submitted on the e-Procurement portal of technically qualified bidders only shall be opened on the specified date and time. The evaluation committee shall evaluate the commercial bid values to ascertain its compliance to the clauses / criteria stated in this tender document.

Prices shall be quoted entirely in Indian Rupees. The prices shall be on a fixed price basis and should not be linked to the Foreign exchange. The accommodation, travel expenses, logistics, freight charges, octroi and any other expenses if any for completing the Scope of Work, should be borne by selected bidder. The quoted prices will be considered for evaluation. The Charges/fees quoted should be inclusive of all taxes, duties, etc., and the same shall be deducted as per provisions of law. The bidder who has quoted the **lowest all inclusive price** would be declared as L1 bidder.

3.1 DEPARTMENT OF AGRICULTURE - GOVERNMENT OF ANDHRA PRADESH's Right to Accept Any Bid and to reject any or All Bids

DEPARTMENT OF AGRICULTURE - GOVERNMENT OF ANDHRA PRADESH reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected

Bidder or bidders of the grounds for DEPARTMENT OF AGRICULTURE - GOVERNMENT OF ANDHRA PRADESH action

4.0 Negotiations

The Department reserves the right to negotiate with the successful bidder based on the Prices. The Commissioner, Department of Agriculture, Andhra Pradesh reserves the right to negotiate, if needed, with the L1 bidder to reach agreement on all points and signing of contract.

5.0 Award of Contract

Commissioner of Agriculture, shall award the Contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest price bid, provided further that the bidder abides by all clauses / criteria stated in the tender and is determined to be qualified to perform the Contract satisfactorily.

6.0 Warranty

The Supplier warrants that the Goods / items supplied under this Contract are new, unused, of the most recent or current models and they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods / items supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

This warranty shall remain valid for duration mentioned in this tender after the Goods / items or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract.

7.0 Change Orders

The Commissioner may at any time, by written order given to the Supplier, make changes within the general scope of the Contract.

If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

8.0 Contract Amendments

Subject to tender clauses, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the both Commissioner & Supplier.

8.1. Bidder's authorized signatory

A Proposal should be accompanied by an appropriate board resolution or power of attorney the name of an authorized signatory of the Bidder stating that he is authorized to execute documents and to undertake any activity associated with the Bidder's Proposal. A copy of the same should be uploaded under the relevant section/folder on the e-Procurement portal.

Furthermore, the bid must also be submitted online after being digitally signed by an authorized representative of the bidding entity.

8.2 Signing of Contract

DEPARTMENT OF AGRICULTURE - GOVERNMENT OF ANDHRA PRADESH will notify the successful Bidder that its bid has been accepted, DEPARTMENT OF AGRICULTURE - GOVERNMENT OF ANDHRA PRADESH will send the bidder the Contract Form, incorporating all the agreements between two parties.

Within 2-3 days of receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to DEPARTMENT OF AGRICULTURE - GOVERNMENT OF ANDHRA PRADESH and send copy to DEPARTMENT OF AGRICULTURE - GOVERNMENT OF ANDHRA PRADESH

9.0 Assignment

The Supplier shall NOT assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

9.1. Subcontracts

The Supplier shall NOT subcontract this contract in whole or in part.

10.0 Delays in the Supplier's Performance

Delivery of the Goods / items and performance of the Services shall be made by the Supplier in accordance with the time schedule specified in the tender.

If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods / items and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

Except as provided under Force Majeure clause of this tender, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon pursuant to without the application of liquidated damages.

11.0 Payment Terms

Payment to the successful bidder shall be made on successful installation and functioning of the Central UPS. All payments shall be made in Indian Rupees only. Payments are subject to deduction of taxes. Penalties, if any, as per the Service Levels defined in this tender, shall be deducted from the payments to be made to the successful bidder;

12.0 Force majeure

- a. The Firms/bidder shall not be liable for forfeiture of its EMD, liquidated damages, or termination for default if and to the extent that delays in performance or other failure

to perform its obligations under the Contract is the result of an event of Force Majeure.

- b. For purposes of this clause, "Force Majeure" means an event beyond the control of the Firms/bidder and not involving the Supplier's fault or negligence and not foreseeable.

Such events may include, but are not restricted to, acts of the Department of Agriculture in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- c. If a Force Majeure situation arises, the Firms/bidder shall promptly notify the Department of Agriculture in writing of such condition and the cause thereof. Unless otherwise directed by Department of Agriculture in writing, the Firms/bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

12.1 Termination for insolvency

Department of Agriculture may at any time terminate the contract by giving 30 days written notice to the Firms/bidder if the Firms/bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Firms/bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Department of Agriculture.

12.2 Termination for convenience

- a. Department of Agriculture, may at any time by giving 30 days written notice to the Firms/bidder, terminate the Contract, in whole or in part, for its convenience. The notice of termination shall specify that termination is for the Department of Agriculture /Purchaser's convenience, the extent to which performance of the Firms/bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- b. Department of Agriculture may in the following events after giving a prior notice and conducting investigations if required, terminate:-
- i. If the Bidder becomes Bankrupt or financially insolvent during the period of the contract.
 - ii. If it is found that the bidder has been convicted for any unlawful activities.
 - iii. If it is found that bidder has made gross misconduct or involved in practices injurious to the image and interest of the Department or has failed in performing his duties as per contract.

13.0 Resolution of disputes

- a. Department of Agriculture and the Firms/bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

- b. If, after thirty (30) days from the commencement of such informal negotiations, Department of Agriculture and the Firms/bidder have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified here in. These mechanisms may include, but are not restricted to, conciliation mediated by a third party.
- c. The dispute resolution mechanism shall be as follows:
- d. In case of a dispute or difference arising between Department of Agriculture and the Firm /bidder relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, of India, 1996.

14.0 Governing language

The contract shall be written in English. All correspondence and other documents pertaining to the contract which are exchanged by the parties shall be written in same languages.

15.0 Applicable law

The contract shall be interpreted in accordance with appropriate Indian Laws.

16.0 Notices

- a. Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by Telex, e-mail, Cable or Facsimile and confirmed in writing to the other party's address.
- b. A notice shall be effective when delivered or tendered to other party whichever is earlier.

17.0 Taxes and duties

The bidder shall be entirely responsible for all taxes, duties, license fee etc. incurred/to be incurred until delivery of the contracted services to Department of Agriculture or as per the terms of tender document if specifically mentioned.

18.0 Standards

- a. The technology and quality of the service should be of the highest standards available in the present market.
- b. Before shipping, the identified Firm will inform Department of Agriculture giving full details about these standards and take approval.

19.0 Performance Bank Guarantee

The schedule/Item wise selected successful bidder(s) is required to furnish an unconditional and irrevocable Performance Bank Guarantee for an amount 5% of the Bid Value. The Performance Bank Guarantee should be submitted for the total value of the item which includes Warranty costs and should be valid for 60days beyond the warranty period. Failure of the successful bidder to comply with the requirement of submitting the Performance Bank Guarantee shall constitute sufficient grounds for the annulment of the

award and forfeiture of the EMD. The model format of the Performance is also available in www.apagrisnet.gov.in.

20.0 Rejection of Bids

Besides other conditions and terms highlighted in the tender document, bids may be rejected under following circumstances:

21.0 Technical Rejection Criteria

- Bid submitted without EMD & Tender Processing fee or with improper EMD & Tender Processing fee.
- Bids which do not conform to required validity period of the bid as prescribed in the Tender.
- Failure to conform to Technical eligibility & evaluation criteria as per this tender.
- If the information provided by the Bidder is found to be incorrect/misleading at any stage/time during the Tendering Process.
- Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions.
- Bids without signature of person (s) duly authorized on required pages of the bid.
- Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.
- Technical Bid containing commercial details.
- Revelation of Prices in any form or by any reason before opening the Commercial Bid.
- Failure to furnish all information required by the tender Document or submission of a bid not substantially responsive to the Tender Document in every aspect.
- Failure to furnish proofs for information provided.
- Bidders not quoting for the complete Scope of Work as indicated in the Tender documents, corrigendum / addendum (if any) and any subsequent information given to the Bidder.
- Bidders not complying with the Technical and General Terms and conditions as stated in the tender Document.
- The Bidder not conforming to unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Levels defined in this tender.
- If the bid does not conform to the timelines indicated in the bid.
- Any false declaration by the bidder during the bidding process, following action may be taken:
 - Liable for Legal Action
 - Forfeiture of entire PBG
 - Forfeiture of any Released payments
 - Blacklisting of the Vendor

22.0 Commercial Rejection Criteria

- Incomplete Price Bid
- Price Bids in which prices are not quoted or zero price quoted .
- Total price quoted by the Bidder does not include all statutory taxes and levies applicable.
- Conditional price bid.

Annexures – Bid Submission Formats

Annexure – 1: Technical Specifications Compliance sheet

The **Technical Specifications Compliance** sheet provided in this Tender document has to be filled, sealed and signed by authorized signatory of the bidder and uploaded along with the Technical bid. Failure to submit the compliance sheet or bids with incomplete compliance sheet may be rejected by Commissioner of Agriculture, Department of Agriculture, Andhra Pradesh.

Annexure – 2: Tender Form

TENDER FORM

Date:

Tender No:

To,
The Special Commissioner of Agriculture,
Department of Agriculture,
Chuttugunta Center, Guntur - 522004
Andhra Pradesh.

Sir,

Having examined the Tender Documents including Corrigendum / Addendum Nos.....
[insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned,
offer to supply and deliver..... (*Description of Goods and Services*) in conformity with the said tender documents for the sum stated in the e-
Procurement portal for this tender.

We undertake, if our tender is accepted, to deliver the goods in accordance with the Project Deliverables, Project Duration & Timelines.

If our tender is accepted, we will obtain the guarantee of a bank as prescribed in this tender.

We agree to abide by this tender for the Tender validity period and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

We understand that you are not bound to accept the lowest or any tender you may receive.

We clarify/confirm that we comply with the eligibility requirements as per clauses of the tender.

Dated this day of 2023

(Signature) (in the capacity of)

Duly authorized to sign Tender for and on behalf of _____

Annexure – 3: Turnover

[Auditor's certificate shall be issued by the Chartered Accountant Firm/Chartered Accountant who regularly audit the Company's accounts]

TO WHOMSOEVER IT MAY CONCERN

This is to certify that the annual turnover furnished by << COMPANY NAME >> for last 3 years i.e. 2017-18, 2018-19 and 2019-20 as below. This is as per the Statement of Accounts which has been duly verified by me and found correct.

Financial year	Total Turnover of the Company (Rs. in Lakhs)	Total Turnover from sale of UPS (Rs. in Lakhs)

Chartered Accountant Name:

Signature:

Seal:

Annexure – 4: Manufacturer Authorization Form (MAF)

(On OEM Letter Head)

Note: This letter of authority should be on the letterhead of the concerned manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer.

Manufacturers Authorization Form (MAF)

Date: dd/mm/yyyy

To,
The Special Commissioner of Agriculture,
Department of Agriculture,
Chuttugunta, Guntur - 522004
Andhra Pradesh.
Sir,

Sub: Manufacturer Authorization for Supply, Installation & Maintenance of Desktops, Printers&UPS for RBKs &Hubs
Ref.: Tender No: <TENDER REFERENCE NUMBER> dated <DD/MM/YYYY>

We, _____ (name and address of the manufacturer), who are established and reputed manufacturers of _____ (name and description of goods offered) having factories at _____ (addresses of manufacturing locations) do hereby authorize M/s _____ (name and address of the Bidder) to submit bid, negotiate and sign the contract with you for the items manufactured by us against the above mentioned tender.

We also certify that the Products offered would not be discontinued or be declared end-of-life or end-of-support for a period of 5 years from the date of Purchase Order.

We hereby extend our full guarantee and onsite warranty for 2 (Two) years, as per tender clauses for the items offered for supply and support by the above firm against this tender.

Yours faithfully,

(Name)
(Name of the manufacturers and seal)

Annexure - 5
Commercial Bidthrough Online at www.apecurement.gov.in

Undertaking on Not Being Black-Listed

(On company letter head)

Undertaking on NotBeing Black-Listed

Date: dd/mm/yyyy

To,
The Special Commissioner of Agriculture,
Department of Agriculture,
Chuttugunta Center, Guntur - 522004
Andhra Pradesh.

Sir/Madam,

Sub.: Undertaking on not being blacklisted.

Ref.: Tender No: <TENDER REFERENCE NUMBER> dated <DD/MM/YYYY>

We hereby confirm that << COMPANY NAME >> is not blacklisted by the Government of Andhra Pradesh or any of its agencies for any reasons whatsoever and not blacklisted by Central / any other State / UT Government or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade practices as on date of publishing of this tender.

Yours faithfully,

Authorized Signatory

Name of Signatory:

Date:

Place:

Note: This undertaking should be on the letter head of the bidder and should be duly signed and sealed by the authorized signatory of the bidder.

Undertaking on Acceptance of Terms and Conditions in Tender
(On company letter head)

Undertaking on Acceptance of Terms and Conditions in Tender

Date: dd/mm/yyyy

To,
The Special Commissioner of Agriculture,
Department of Agriculture,
Chuttugunta, Guntur - 522004
Andhra Pradesh.

Sir / Madam,

Sub.: Undertaking on acceptance of terms and conditions of this Tender.

Ref.: Tender No: <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

I have carefully gone through the Terms & Conditions contained in this tender document.

I hereby confirm that all the provisions of this tender Document & Corrigendum / Addendum issued 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.

Yours faithfully,

Authorized Signatory

Name of Signatory:

Date:

Place:

Note: This undertaking should be on the letter head of the bidder and should be duly signed and sealed by the authorized signatory of the bidder.

Undertaking on litigation(s)

(On company letter head)

To,
The Special Commissioner of Agriculture,
Department of Agriculture,
Chuttugunta Center, Guntur - 522004
Andhra Pradesh.

Undertaking on litigation(s)

This is to certify that << COMPANY NAME >> is not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this Tender.

Yours faithfully,

Authorized Signatory

Name of Signatory:

Date:

Place:

Note: This undertaking should be on the letter head of the bidder and should be duly signed and sealed by the authorized signatory of the bidder.

Performance Bank Guarantee (PBG)

Performance Bank Guarantee (PBG)

To,
The Special Commissioner of Agriculture,
Department of Agriculture,
Chuttugunta Center, Guntur - 522004
Andhra Pradesh.

WHEREAS (Name of Supplier)

hereinafter called "the Supplier" has undertaken , in pursuance of Contract No.....
dated,..... 2023 to supply.....(Description of
Goods and Services) hereinafter called "the Contract".

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

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 Supplier, 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 Contract 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.

This guarantee is valid until theday of.....2023.

Signature and Seal of Guarantors

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

Date.....2023

Address:.....

.....
.....