

NOTICE INVITING BID



GOVERNMENT OF ANDHRA PRADESH

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Web Site : www.ntrvaidyaseva.ap.gov.in

TENDER DOCUMENT

FOR

Supply of various model Toners (Cartridges) HP/ Samsung Make to Dr NTR Vaidya Seva for a period of **one (1) year** from the date of commencement of Services.

Short Tender Notice No : Bid Notification No. Lr No. AHCT/ PMU-IT/1565/SUB-6/2015-16, dated:20.06.2015.

Description of Supplies : Supply of various model Toners (Cartridges) HP/ Samsung Make for offices of Trust.

Name of the Agency :
And Address :
.....

Implementing Agency:

Dr NTR Vaidya Seva,
(Government of Andhra Pradesh)
Door No. 8-2-293/82/a/ahct,
Road No. 46,
Jubilee Hills,
Hyderabad – 500033.
Phone: 040-27654107

Bid Notification No. Lr No. AHCT/ PMU-IT/1565/SUB-6/2015-16, dated:20.06.2015.

Trust intends to engage a supplier for Supply of various model Toners (Cartridges) HP/
Samsung Make to offices to Dr NTR Vaidya Seva.

I. Deliverables:

S.No	Model	Printer Description	Cartridge	Quantity	Location	Quantity of Ink Cartridges Required
1	HP	Laser jet M1522NF, M1120 MFT	HP 36A 1505	4	Trust Office	24
2	HP	Laser jet 1020,M1005 MFP	HP 12A Q2612A	1	Jambagh Office	8
3	HP	Laser jet P1007	88A(CC388A)	4	Trust Office	12
4	HP	Laser jet 9040	Black Cartridge(C8543X)	1	Trust Office	13
5	Samsung	SCX-4650	SCX-4521D3/XIP	1	Trust Office	6
6	HP	HP Lasejet 9040 Printer Sr.no.JPRXD5HQ0L	Maintenance kit	1	Trust Office	2

II. Contract Period : One (1) Year Contract agreement period.

III. Service Level Agreements (SLAs):

- For any delays in delivery beyond accepted period for delivery, the vendor will be liable for penalties as follows: (Delivery period shall be counted from the date of receipt of Purchase Order
- For the delay of first one week or part there of 1% of the value of the purchase order.
- For additional delay beyond one week, for every one week or part thereof a penalty of 0.5 % of the PO value will be levied.
- The quantity of requirement is approximately mentioned in tender shall be liable to increase/decrease depending upon the necessity. Statutory Deductions will be effected at the time of payment as per rules and vogue.
- Successful bidder shall have to execute an agreement within (7) days from the date of

issue of Purchase Order with AHCT on a non-judicial stamp paper worth Rs.100/- (should be submitted by the agency) expressing acceptance of the terms and conditions for supply of the items and get it registered with the Registration Department at his / their own cost.

- If the vendor fails to supply the items according to the rates quoted and within time, action will be initiated against such vendor holding him/them responsible duly forfeiting the Earnest Money Deposit.
- Goods with the above specification to be supplied strictly. No deviations from the required specification will be entertained.
- The agency/contractor shall arrange to repair or replace as the case may be the defective supplies at his own cost to the complete satisfaction of the purchaser within 7 days from the date of receipt of intimation from the consignee and shall obtain a certificate to this effect from the purchaser or any authorized officer of the purchaser. Failure on the part of the contractor/agency will entail penalty.

IV. Eligibility Criteria:

S No	Eligibility	Requirement	Proof Required
1	Service Tax or Sales Tax Registration or VAT Registration Certificates	Must meet requirement	Copy of Service Tax or Sales Tax or VAT Registration Certificates
2	Average Annual Turnover: Minimum average annual turnover of Rs Fifteen [15] Lakhs calculated as total certified payments received for contracts in progress or completed, within the last three [3] years i.e., FYs 2013-14, 2012-13, 2011-12 (P&L, Balance Sheets)	Must meet requirement	Audited Financial Statements
3	Manufactures or Authorised business partner	Must meet requirement	Copy of dealership agreement or Letter from Concerned

V. Technical Documents to be Submitted:

- Earnest Money Deposit DD in original for **Rs.50,000/-(Rupees Fifty Thousand Only)**
- Copy of Service Tax or Sales Tax Registration.
- Audited Financial Statements for FYs 2013-14, 2012-13, 2011-12 (P&L, Balance Sheets).
- Copy of dealership agreement or Letter from Concerned

VI. Bid Security:

- a. Amount of Bid Security is Rs.50,000/-(Rupees Fifty Thousand Only)
- b. Form of Bid Security shall be Demand Draft from a Bank.
- c. The demand draft shall be taken in favour of “**CEO, Aarogyasri Health Care Trust**”, **Andhra Pradesh** payable at **Hyderabad**.
- d. Period of validity beyond the bid validity date, as extended, if applicable shall be **three (3) Months** and
- e. The time period within which the bid security of the unsuccessful bidders will be returned is **30 days**.

VII. Terms & Conditions:

- The quoted rate is inclusive of taxes.
 - The word “**Shall**” denote mandatory
 - All the technical documents as mentioned shall be kept in a sealed cover and Price Bid Form in another sealed cover and is to be submitted to the office.
1. Goods securely packed are to be delivered to the consignee mentioned below during office hours on any working day within the period of delivery specified.
 2. Bills should be prepared in triplicate by the suppliers and marked distinctly as original, duplicate and triplicate and dispatched to the consignee quoting reference to purchase order.
 3. The vendor at his cost shall arrange transport of the goods to the project site(s).
 4. No variation or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
 5. The Vendor shall not assign, in whole or in part, its obligations to perform under this Contract, except with the prior written consent from AHCT.
 6. If a Force Majeure situation (“Force Majeure” means an event beyond the control of the Vendor and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the AHCT in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes) arises, the Vendor shall promptly notify the AHCT in writing of such condition and the cause thereof. Unless otherwise directed by the AHCT in writing, the Vendor 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.
 7. The vendor should replace the product if the product is received in damaged or non-working condition.

VIII. Responsiveness Checklist:

Following list of documents are to be submitted in Hard Copy along with Financial Quote for tender:

S No	Item	Yes/ No	
1	Copy of Service Tax or Sales Tax Registration	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2	Audited Financial Statements for FYs 2013-14, 2012-13, 2011-12 (P&L, Balance Sheets)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3	Copy of dealership agreement or Letter from Concerned	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.	EMD DD in Original	Yes <input type="checkbox"/>	No <input type="checkbox"/>

IX. Bid Schedule:

Schedule of Bidding process (with times where applicable)	Bid Notification	20.06.2015
	Due date for the submission of Bids (Bid Due Date)	29.06.2015; 1.00PM
	Opening of Bids	29.06.2015; 3.00PM
	Declaration of Qualified Bids	30.06.2015
	Probable Date for issuing Letter of Award of Contract	03.07.2015
	Tentative Effective Implementation Date	31.07.2015

X. Rights of the Trust:

1. Notwithstanding anything contained in this document, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons thereof.
2. The Authority reserves the right to reject any Bid, disqualify the bidder and appropriate the Bid Security if:
 - a. Any part or whole of the response document is found to be partially or fully incomplete or confusing or misleading or having irrelevant information.
 - b. Found incomplete or not submitted in the specified format given in this Bidding Document. The Authority would not give any clarification/explanation to the concerned bidder in case of such rejection.
 - c. To modify the evaluation process at any time during the Tender process (before submission of technical responses by the prospective bidder), without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.

XI. Clarifications:

- a. To assist in the examination, evaluation and comparison of bids, the Authority may, at its sole discretion, ask any bidder for clarification of its bid, including breakdowns of its prices. Such clarification may be requested at any stage up to the contract award decision. Requests for clarification and the responses shall be in writing or by fax and no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Authority in the evaluation of the bids in accordance with “Preliminary Examination of Bids”.
- b. If the Bidder does not provide clarifications sought for within the specified time, its Bid shall be liable to be rejected. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

Financial
Price Bid Form

S.No	Model	Printer Description	Cartridge	Quantity	Location	Quantity of Ink Cartridges Required	Unit Rate (Rs.)	Total Amount (Rs.)
1	HP	Laser jet M1522NF, M1120 MFT	HP 36A 1505	4	Trust Office	24		
2	HP	Laser jet 1020,M1005 MFP	HP 12A Q2612A	1	Jambagh Office	8		
3	HP	Laser jet P1007	88A(CC388A)	4	Trust Office	12		
4	HP	Laser jet 9040	Black Cartridge(C8543 X)	1	Trust Office	13		
5	Samsung	SCX-4650	SCX-4521D3/XIP	1	Trust Office	6		
6	HP	HP Lasejet 9040 Printer Sr.no.JPRXD5H Q0L	Maintenance kit	1	Trust Office	2		
TOTAL AMOUNT								

Note:

- i. The bidder shall quote per unit rate
- ii. The rate quoted should be inclusive of all charges, including Taxes, levy etc.
- iii. Statutory Deductions will be effected at the time of payment as per rules at vogue.

CONTRACT FOR PROVISION OF SERVICES

[Insert the name of the bid]

Between

Aarogyasri Health Care Trust

And

[Insert: Name of the Service Provider]

Dated: _____

THE CONTRACT

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made

the *[insert: ordinal]* day of *[insert: month], [insert: year]*.

BETWEEN

- (1) *[insert: Name of Trust], a [insert: name of Trust] of the Government of Andhra Pradesh, and having its principal place of business at [insert: address of Trust]* (hereinafter called “the Trust”), and

- (2) *[insert: name of Service Provider], a corporation incorporated under the laws of [insert: country of Service Provider] and having its principal place of business at [insert: address of Service Provider] (hereinafter called “the Service Provider”)*.

WHEREAS

- (A) The Trust vide its Bid Notification No. _____ invited Competitive bids for Supply of various model Toners (Cartridges) HP/ Samsung Make to Aarogyasri Health Care Trust for a period of **one (1) year** from the date of commencement of Services of Contract through competitive bidding;

- (B) The Service Provider submitted their Competitive Bid for the aforesaid work, whereby the Service Provider represented to the Trust that they had the required professional skills, and in the said Bid the Service Provider also agreed to implement and provide the Services to the Trust on the terms and conditions as set forth in the Bidding Document and this Agreement (“the Scheme”); and

NOW IT IS HEREBY AGREED as follows:

Article 1 Contract Documents

Contract Documents

1.1

The following documents shall constitute the Contract between the Trust and the Service Provider, and each shall be read and construed as an integral part of the Contract:

- (a) This Contract Agreement and the Appendices attached to the Contract Agreement and the Service Providers' proposal.
- (b) *[Add here: any other documents]*

1.2

Order of Precedence

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents).

1.3

Definitions

Capitalized words and phrases used in this Contract Agreement shall have the same meanings as are ascribed to them in the General Conditions of Contract.

Article 2 Contract Price and Payment Terms

2.1

Contract Price

The Trust hereby agrees to pay to the Supplier the Contract Price in consideration of the performance by the Supplier of its obligations under the Contract. The Contract Price shall be as specified in the Price Schedule.

The Contract Price shall be understood to reflect the terms and conditions used in the specification of prices in the detailed price schedules, including the taxes, duties and related levies if and as identified.

Article 3 Effective Date

3.1

Effective Date

The time allowed for delivery of the Service shall be determined from the date when all of the following conditions have been fulfilled:

- (a) This Contract Agreement has been duly executed for and on behalf of the Trust and the Service Provider;
- (b) The Service Provider has submitted to the Trust the performance security and the advance payment security;
- (c) The Trust has paid the Service Provider the advance payment;
- (d) *[specify here: any other conditions, for example,*

opening/confirmation of letter of credit].

Each party shall use its best efforts to fulfil the above conditions for which it is responsible as soon as practicable.

- 3.2** If the conditions listed any are not fulfilled within two (2) months from the date of this Contract Agreement because of reasons not attributable to the Service Provider, the parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time and/or other relevant conditions of the Contract.

Article 4 Appendixes

- 4.1** The Appendixes listed below shall be deemed to form an integral part of this Contract Agreement.
- 4.2** Reference in the Contract to any Appendix shall mean the Appendixes listed below and attached to this Contract Agreement, and the Contract shall be read and construed accordingly.

APPENDIXES

Appendix 1	Description of the Services
Appendix 2	Project Plan (With deliverables and delivery schedule)
Appendix 3	Performance Security forms (Bank Guarantee)
Appendix 4	Price Schedules
Appendix 5	Minutes of Contract Finalization Discussions and Agreed-to Contract Amendments

IN WITNESS WHEREOF the Trust and the Service Provider have caused this Contract Agreement to be duly executed by their authorized representatives on the day and year first above written.

For and on behalf of the Trust

Signed:

in the capacity of *[insert: title or other appropriate designation]*

in the presence of

For and on behalf of the Service Provider

Signed:

in the capacity of *[insert: title or other appropriate designation]*

in the presence of

CONTRACT AGREEMENT

dated the *[insert: number]* day of *[insert: month], [insert: year]*

BETWEEN

[insert: name of Trust], “the Trust”

AND

[insert: name of Service Provider], “the Service Provider”

1. Payments:

- Payment shall be made every month on actual supply and upon the submission of invoice. There shall be no advance payment.

2. Notices:

All notices to be given under the contract shall be in writing and shall be sent by personal delivery, registered post, Special courier, cable, telegraph, telex, facsimile, electronic mail.

Notices shall be deemed to include any approvals, consents, instructions, orders, certificates information and other communication to be given under the contract.

3. Dispute and Mutual Consultation:

If any dispute of any kind whatsoever shall arise between the seller/service provider and the Trust in connection with or arising out of the contract, the parties shall seek to resolve any such dispute by mutual consultation. If the parties fail to resolve such a dispute by mutual consultation within 28 days after one party has notified the other in writing of the dispute, then upon expiry of notice, either party may proceed to the notification of Arbitration.

4. Arbitration:

Any dispute between the parties arising under or related to this contract Agreement that cannot be settled amicably may be referred to by either party to be Arbitration in accordance with the provisions of the Arbitration conciliation Act, 1996 or other rules as may be mutually agreed.

The Arbitrations shall be held in Hyderabad; and the proceedings shall be in English.

The Arbitration award shall be subject to the jurisdiction of AP High Court at Hyderabad.

5. Waiver:

The failure of either party to enforce its rights under this contract at any time for any period shall not be construed as a waiver of such rights.

6. Savings (Severability):

If any provision of this contract is held unenforceable, then such provision will be modified to reflect the parties intention. All remaining provisions of this contract shall remain in full force and effect.

7. Addendum:

The Trust and the Service Provider upon the mutual consent of both shall be entitled to carry written addendum through separate addition to this contract with a view to modify, alter, ratify, add or delete to the existing clauses of this contract in such

manner and to such extent as they may consider expedient in the interest of and for the purpose of the Trust.

8. Conflict of Interest:

The Trust and Service Provider warrants that this contract is not likely to have any conflict of interest with any of their organizational, financial, contract or other interests relating to the works and services under this contract.

9. Indemnity:

The Seller/ Service provider covenants to indemnify, keep indemnified and hold harmless the Trust against all claims , demands, losses, expenses, costs, damages, suits or proceedings made against , incurred or suffered in connection with the Performance of the contract (whether or not involving a third party claim) of any of its representations , warranties , covenants and undertakings under this contract.

10. Jurisdiction:

This contract shall be governed by and construed in accordance with the prevailing laws in India. Further, the parties agree that the competent courts or Forums at Hyderabad; only shall have jurisdiction on all matters relating to this contract.

11. Termination:

Either party (the Non – Defaulting Party) may terminate this contract Agreement in the event of the other party violates, breaches any of the terms, conditions and covenants of this contract Agreement. The Non- defaulting party shall give the defaulting Party a written notice specifying the breach, violation, non-performance or non – observation complained of against the defaulting party to effect the remedy by rectifying or correcting the same reasonably within 30 days of the notice, failing which this contract would thereupon determine, without any further action or notice.

12. Damages:

That all damages caused by carelessness, negligence or non-performance of the seller's employees/workmen or any material is wasted or is misused by the personnel/workmen of the seller will be to the account of the seller/service provider who shall make good the same and shall be responsible or accountable for the same.

APPENDIX 1

Description of the Services

[Give detailed descriptions of the Services to be provided; Implementation schedule-dates for completion of various tasks; place of performance for different tasks; specific tasks to be approved by Trust etc.]

APPENDIX 2

Project Plan

(With Deliverables and Delivery Schedule)

[List format, frequency and contents of deliverables and reports; persons to receive them; dates of submission;]

APPENDIX 3

Performance Security Form (Bank Guarantee)

[insert: Trust's Name, and Address of Office]

Date: *[insert: date]*

PERFORMANCE GUARANTEE No.: *[insert: Performance Guarantee Number]*

We have been informed that on *[insert: date of award]* you awarded Contract No. *[insert: Contract number]* for *[insert: title and/or brief description of the Contract]* (hereinafter called "the Contract") to *[insert: complete name of Service Provider]* (hereinafter called "the Service Provider"). Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Service Provider, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert: amount(s)¹ in figures and words]* upon receipt by us of your first demand in writing declaring the Service Provider to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

On the date of your issuing, to the Service Provider, the Operational Acceptance Certificate for the System, the value of this guarantee will be reduced to any sum(s) not

exceeding [*insert: amount(s) In figures and words*]. This remaining guarantee shall expire no later than [*insert: number and select: of months/of years (of the Warranty Period that needs to be covered by the remaining guarantee)*] from the date of the Operational Acceptance Certificate for the System,² and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Applicable Law.

[*Signature(s)*]

Advance Payment Security Form (Bank Guarantee)

[*insert: Trust's Name, and Address of or Office*]

Date: [*insert: date*]

ADVANCE PAYMENT GUARANTEE No.: [*insert: Advance Payment Guarantee Number*]

We have been informed that on [*insert: date of award*] you awarded Contract No. [*Insert: Contract number*] for [*insert: title and/or brief description of the Contract*] (hereinafter called "the Contract") to [*insert: complete name of Service Provider*] (hereinafter called "the Service Provider"). Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of [*insert: amount in numbers and words, for each currency of the advance payment*] is to be made to the Service Provider against an advance payment guarantee.

At the request of the Service Provider, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total the amount of the advance payment referred to above, upon receipt by us of your first demand in writing declaring that the Service Provider is in breach of its obligations under the Contract because the Service Provider used the advance payment for purposes other than toward the proper execution of the Contract.

It is a condition for any claim and payment to be made under this guarantee that the advance payment referred to above must have been received by the Service Provider on its account [*insert: number and domicile of the account*].

For each payment after the advance payment, which you will make to the Service Provider under this Contract, the maximum amount of this guarantee shall be reduced by the [*insert: ninth or appropriate figure/proportion*] part of such payment.³ At the time at which the amount guaranteed becomes nil, this guarantee shall become null and void, whether the original is returned to us or not.

APPENDIX 4
Price Schedules

APPENDIX 5
Minutes of Contract Finalization Discussions and Agreed to Contract
Amendments