

NOTICE INVITING BID



GOVERNMENT OF TELANGANA

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Web Site : www.aarogyasri.gov.in, www.ahs.telangana.gov.in

TENDER DOCUMENT

FOR

Supply of Headsets within ten (10) days with minimum of one (1) year Warranty with Replacement for the supplied headsets for 104 Sevakendram from the date of commencement of Contract.

Short Tender Notice No : Lr No. AHCT/104 SK/101- IT/F 27/2014-15,
Dated: 23.07.2014.

Description of Supplies : Supply of Headsets within ten (10) days with
minimum of one (1) year Warranty with
Replacement for the supplied headsets for 104
Sevakendram

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

Implementing Agency:

Aarogyasri Health Care Trust,
(Government of Telangana)
Door No. 8-2-293/82/a/ahct,
Road No. 46,
Jubilee Hills,
Hyderabad - 500033.
Phone: 040-23657107

Bid Notification No. Lr No. AHCT/104 SK/101- IT/F 27/2014-15, Dated: 23.07.2014

Supply of Headsets within ten (10) days with minimum of one (1) year Warranty with Replacement for the supplied headsets for 104 Sevakendram

I. Features:

- Wired Headset with USB Connectivity with detachable (QD).
- On the ear and Adjustable Headband with sponge cushions.
- Rotating Flexible Microphone (Metal/Plastic) with effective Noise Cancellation feature (VOIP).
- Full Range Stereo sound.
- Volume control and **On/Off** Microphone.
- 2 Meters Cord.
- Plug and Play.
- Made up of A - Grade plastic/ metal and replicate to damages.

***Note:** Currently using Plantronics C620.

II. Deliverables:

S No	Deliverable	Quantity
1	Practica SP12 QD + USB Make: Plantronics	150 Units

III. Eligibility:

S No	Eligibility	Bidder/ Single Entity	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	Experience: The Vendor shall have minimum 2 work orders of Supply of Headsets of worth Rs. 1 Lakh each.	Desirable to meet requirement	Copies of Work Orders with value of work
3	Authorized dealership Agreement from Plantronics	Must meet requirement	Copy of dealership agreement

IV. Terms & Conditions:

1. 100% payment shall be made only upon the delivery of Headsets.
2. Work shall be completed in **Ten [10] days.**
3. The quoted rate is exclusive of taxes.
4. Work shall be increased or decreased to 15%.
5. Shall denote mandatory.

6. Dealer shall provide one (1) year warranty with replacement for the supplied headsets.
7. The bidder shall submit the technical & financial documents each in separate duly marking the envelopes as "**Technical**" and "**Financial**". The envelopes shall then be sealed in an outer envelope. DD in original has to be kept along with the technical documents in the technical envelop.

V. EMD (Bid Security):

- a. Amount of Bid Security is **Rs 10,000/-** (Ten 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**", 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**.

VI. Responsiveness Checklist:

S No	Item	Yes/ No	
1	Copy of Service Tax or Sales Tax Registration	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2	Copies of Work Orders with value of work	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3	Copy of dealership agreement	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4	Price Bid Form	Yes <input type="checkbox"/>	No <input type="checkbox"/>

VII. Bid Schedule:

Schedule of Bidding process (with times where applicable)	Bid Notification	23.07.2014
	Due date for the submission of Bids (Bid Due Date)	31.07.2014, 1.00 PM
	Opening of Bids	31.07.2014, 03.30 PM
	Declaration of Qualified Bids	04.08.2014, 04.00 PM
	Probable Date for issuing Letter of Award of Contract	05.08.2014, 05.00 PM
	Effective Date	08.08.2014

VIII. 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.

IX. 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	Item	Quantity	Cost per Unit
1	Practica SP12 QD + USB Make: Plantronics	150 Units	
Total			
<i>[Insert total value in words]</i>			

***Note:**

- The bidder has to quote per unit rate where the Committee shall calculate for the given quantity.
- The rate quoted is exclusive of all applicable taxes.

CONTRACT FOR PROVISION OF SERVICES

Supply of Headsets for 104 Sevakendram

Between

Aarogyasri Health Care Trust

And

[Insert: Name of the Supplier]

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

WHEREAS

- (A) The Trust vide its Bid Notification No. _____ invited Competitive bids for Supply of Headsets within ten (10) days with minimum of one (1) year Warranty with Replacement for the supplied headsets for 104 Sevakendram from the date of commencement of Contract through competitive bidding in Andhra Pradesh;

- (B) The Supplier submitted their Competitive Bid for the aforesaid work, whereby the Supplier represented to the Trust that they had the required professional skills, and in the said Bid the Supplier 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 Supplier, 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 Suppliers' proposal.

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 *[insert: amount in words], [insert: amount in figures]*.

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 issue of LOA

3.2

If the conditions listed any are not fulfilled within one (1) month from the date of this Contract Agreement because of reasons not attributable to the Supplier, 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.

IN WITNESS WHERE OF the Trust and the Supplier 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 Supplier

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 Supplier*], “the Supplier”

1. Payments:

100% payment upon the delivery of Headsets. 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 supplier 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 Supplier 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 Supplier 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/ Supplier 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/supplier who shall make good the same and shall be responsible or accountable for the same.