

Tender document for Empanelment of Suppliers for various types of consumable items of IT Hardware on Rate Contract Basis

Reference number: DoGR/Consumables/2015/1

Department of Governance Reforms, Government of Punjab SCO 193-195, Sector 34-A, Chandigarh-160022

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1.0 DOCUMENT CONTROL SHEET

| SNo | Particulars | Details | | |
|-----|---|--|--|--|
| 1. | Document Reference Number | DoGR/Consumables/2015/1 | | |
| 2. | Start date & time for sale of e-tender (To be downloaded from websites etender.punjabgovt.gov.in or dgrpunjab.gov.in) | 24-04-2015 09:00 Hrs | | |
| 3. | Last Date and Time for submission of queries | 04-05-2015 14:00 Hrs | | |
| 4. | Date and Time for Pre-Bid Meeting | 04-05-2015 15:00 Hrs | | |
| 5. | Last date & time for:- Sale of tender Submission of bids | 15-05-2015 15:00 Hrs | | |
| 6. | Date and time for opening of Pre- Qualification bids | 15-05-2015 15:00 Hrs | | |
| 7. | Date of Opening of Technical bids | To be intimated later | | |
| 8. | Date of Opening of Commercial bids | To be intimated later | | |
| 9. | Address for Communication | Department of Governance Reforms, SCO 193-195, Sector-34A, Chandigarh-160022 | | |
| 10. | Cost of tender document & Mode of Payment | Rs. 1,000/- (Rs. One Thousand Only) through online mode only | | |
| | | EMD is to be submitted for each category to which bidder wishes to apply as per details below:- | | |
| | | Sr. Consumable item No. category EMD (in INR) | | |
| 11. | Earnest Money Deposit (EMD) (to be paid online only using payment gateway at website etender.punjabgovt.gov.in) | 1. Desktop Rs. 10,000/- (Rs. Thirty thousand Only) | | |
| | | 2. Printers Rs. 20,000/- (Rs. Fifty thousand Only) | | |
| | | 3. UPS Systems Rs. 10,000/- (Rs. Thirty thousand Only) | | |
| 12. | Contact details | Mr. Manuj Syal (Assistant Manager) Contact No. : 9888078208, 0172-2600971 Email: consumables.dgr@punjab.gov.in | | |
| 13. | Websites for e-tender reference | etender.punjabgovt.gov.in and dgrpunjab.gov.in | | |

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2.0 Invitation for Bids

2.1. Background

Department of Governance Reforms (DoGR), Punjab administers the implementation of E-Governance projects for the overall benefit of the citizens and public by setting up the necessary administrative, financial, legal and technical framework, implementation mechanism and resources in the State of Punjab. Department of Governance Reforms formulates and implements policies, procedures and guidelines for the adoption of Information Technology and e-governance for improvement of citizen services through various government departments & agencies and ancillary activities & services. For implementation of various e-governance initiatives, there is a need to empanel Suppliers for various types of consumable items of IT Hardware on Rate Contract Basis for a period of one year initially. Various departments of Punjab government across Punjab will purchase consumable items under three categories on the basis of rates finalized under the rate contract.

2.2. Invitation For Bids

- 2.2.1. Through this tender, DoGR invites online bids from interested bidders for empanelment of Suppliers for various types of consumable items of IT Hardware on Rate Contract basis as described herein to be supplied to various Departments of Punjab Government on competitive rates anywhere in Punjab.
- 2.2.2. DoGR shall enter into a "Rate Contract" for one year with one or more successful bidders to procure the consumable items of IT Hardware.
- 2.2.3. The selected bidders shall supply the requisite consumable items of IT Hardware directly or through their authorized business partner(s) to the Department against the purchase order issued by respective Department.
- 2.2.4. Only the bidder, in whose name this tender document has been purchased, shall submit the bid.
- 2.2.5. DoGR may, at its own discretion, extend the date for submission of proposals / bids. In such a case all rights and obligations of the DoGR and bidders previously subject to the deadline will thereafter be subject to the extended deadline.

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3.0 Instructions to Bidders (ITB)

3.1. Definitions

Unless the context otherwise requires, the following terms whenever used in this tender and Contract shall have the following meanings:

- 3.1.1. "DoGR" means Department of Governance Reforms.
- 3.1.2. "Department" means any or all departments of Punjab Government, Public Sector Undertakings, Boards, Corporations, Commissions, Societies, Vidhan Sabha Secretariat offices, O/o Deputy Commissioners and Field offices, Autonomous bodies & special purpose vehicles setup by the departments of Government of Punjab.
- 3.1.3. "Bidder" means firm / company / business entity who submits bid in response to this e-tender.
- 3.1.4. "Committee" means committee constituted by DoGR for evaluation of bids.
- 3.1.5. "Supplier" means the firms / companies / business entities, selected through competitive e-tendering process in pursuance of this e-tender, for Supply of consumable items of IT Hardware under the contract.
- 3.1.6. "Contract" means the Contract entered into with the Suppliers by the DoGR for supply of consumable items of IT Hardware with the entire documentation specified in the tender.
- 3.1.7. "Proposals" or "Bids" mean proposals or bids submitted by bidders in response to this e-tender issued by DoGR for selection of suppliers.
- 3.1.8. "INR" means currency in Indian Rupees
- 3.1.9. "Tender" or "e-Tender" means e-tender floated by DoGR for Empanelment of Suppliers of consumable items for IT Hardware & Peripherals.

3.2. General

3.2.1. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the Supply support required.

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- 3.2.2. All information supplied by Bidders may be treated as contractually binding on the Bidders on successful award of the assignment by the DoGR on the basis of this e-tender.
- 3.2.3. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the DoGR. Any notification of preferred bidder status by the DoGR shall not give rise to any enforceable rights by the Bidder.
- 3.2.4. This tender supersedes and replaces any previous public documentation & communications regarding the same scope of work as mentioned in this tender, and Bidders should place no reliance on such communications.
- 3.2.5. This tender does not constitute an offer by DoGR. The bidder's participation in this process may result in DoGR selecting the bidder to engage towards execution of the contract.

3.3. Validity of Bids

- 3.3.1. Bids shall remain valid for a period of 180 days (one hundred and eighty days) from the date of opening of Commercial Proposal / bid. The DoGR reserves right to reject a bid that is valid for a shorter period as non-responsive.
- 3.3.2. In exceptional circumstances, the DoGR may solicit the bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional. A bidder may refuse the request without forfeiting the Earnest Money Deposit. A bidder granting the request will not be permitted to modify its bid.

3.4. Right to Terminate the Process

The DoGR reserves the right to annul the e-tendering process, or to accept or reject any or all the bids in whole or part at any time without assigning any reasons and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

3.5. Tender Document Fees

The bidders may download the tender documents from the website after furnishing tender document fees as mentioned in document control sheet.

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3.6. Pre Bid Meeting & Clarifications

- 3.6.1. DoGR shall convene a pre-bid meeting as prescribed in document control sheet to address any tender related queries.
- 3.6.2. The Bidders will have to ensure that their written queries for Pre-Bid meeting reach the office address or email address of DoGR as per detail mentioned in Document Control Sheet by post, by hand or by email.
- 3.6.3. Only two persons for each participating bidder's shall be allowed to attend the Pre-Bid meeting.
- 3.6.4. The queries should necessarily be submitted in the following format:-

| Sr. No. | Tender Document Reference (Page No. & Clause No) | Content of tender requiring clarification | Suggestion |
|------------|--|---|------------|
| 1. | | | |

3.6.5. Any requests for clarifications received after the prescribed date and time shall not be entertained by the DoGR.

3.7. Responses to Pre-Bid queries and issuance of corrigendum

- 3.7.1. Amendments necessitated as a result of the pre-bid meeting or otherwise, shall be made available on website only as provided in the document control sheet. It shall be the responsibility of the bidders to keep on visiting the website to amend their proposals / bids incorporating the amendments so communicated through the website. DoGR shall not be responsible for any oversight or negligence on part of the bidders on the amendments to the terms and conditions of the tender document and notified through the website.
- 3.7.2. DoGR will endeavor to provide timely response to all queries. However, pre-bid queries common in nature shall be addressed with a single response instead of individual responses to every bidder for similar nature query.
- 3.7.3. At any time prior to the last date for receipt of bids, DoGR may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the tender document through a corrigendum/addendum/clarifications.
- 3.7.4. The Corrigendum (if any), clarifications to the queries & any other related communication regarding this tender shall be posted only on the website

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- and no separate communication either in writing or through email will be made to any interested/ participating bidders.
- 3.7.5. Any such corrigendum(s), addendum(s) or clarification(s) shall be deemed to be incorporated into this tender.
- 3.7.6. In order to provide prospective Bidders reasonable time for taking the corrigendum(s), addendum(s) or clarification(s) into account, DoGR may, at its discretion, extend the last date for the receipt of bids.

3.8. Clarifications and amendments of Tender

- 3.8.1. During process of evaluation of the bids, DoGR may, at its discretion, ask Bidders for clarifications on their bids. The Bidders are required to respond within the prescribed time frame.
- 3.8.2. DoGR may for any reason, modify the tender from time to time. The amendment(s) to the tender would be clearly spelt out posted on the website only as provided in the document control sheet and the bidders are expected to amend their proposal / bid due to such amendments.

3.9. Earnest Money Deposit (EMD)

- 3.9.1. The bidder shall furnish EMD, as part of the Eligibility Criteria, as per detail provided in the Document Control sheet.
- 3.9.2. The EMD shall be in Indian Rupees and bidder has to pay through online mode only using the <u>etender.punjabgovt.gov.in</u> website's payment gateway.
- 3.9.3. For each category, <u>separate EMD</u> as mentioned in Document Control Sheet shall be submitted by the bidder. However, if a bidder is submitting its bid for multiple categories, a consolidated EMD may be submitted.
- 3.9.4. EMD of the successful bidder will be released after the successful bidder signs the final agreement and furnishes the Performance Bank Guarantee (PBG) as performance security.
- 3.9.5. EMD of all unsuccessful bidders would be released by DoGR as promptly as possible after signing of the contract with the successful bidder.
- 3.9.6. The EMD submitted shall be interest free and will be returnable to the unsuccessful bidders without any accrued interest on it.

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- 3.9.7. The EMD lying with the DoGR in respect of other tender / RFP/ Expression of Interest awaiting approval or rejected or on account of contracts being completed will not be adjusted towards EMD for this tender. The EMD may however, be taken into consideration in case tenders are re-invited.
- 3.9.8. The Earnest Money will be forfeited on account of one or more of the following reasons:-
 - 3.9.8.1. Bidder withdraws its bid during the validity period specified in tender.
 - 3.9.8.2. Bidder does not respond to requests for clarification of its bid.
 - 3.9.8.3. Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
 - 3.9.8.4. In case of a successful bidder, the said bidder fails to sign the Agreement in time; or furnish Performance Bank Guarantee.

3.10. Preparation of Bid

The Bidder must comply with the following instructions during preparation of bid:

- 3.10.1. The Bidder is expected & deemed to have carefully examined all the instructions, guidelines, forms, requirements, appendices and other information along with all terms and condition and other formats of the tender. Failure to furnish the necessary information as required by the tender or submission of a proposal / bid not substantially responsive to all the requirements of the tender shall be at Bidder's own risk and may be liable for rejection.
- 3.10.2. The bid and all associated correspondence shall be written in English and shall conform to prescribed formats. If any supporting documents submitted are in any language other than English, translation of the same to English language is to be duly attested by the Bidders. Any interlineations, erasures or over writings shall be valid only if they are authenticated by the authorized person signing the bid.
- 3.10.3. The Proposal / bid shall be typed, signed and uploaded on the www.etender.punjabgovt.gov.in website by the Bidder or duly authorized person(s) to bind the Bidder to the contract.
- 3.10.4. No bidder shall be allowed to modify, substitute, or withdraw the bid after its submission.
- 3.10.5. The bidder shall be responsible for all costs incurred in connection with participation in the tender 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 DoGR to

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facilitate the evaluation process, and in negotiating a definitive supplier all such activities related to the bid process. DoGR will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

- 3.10.6. Every page of the documents submitted by the bidder must be duly signed by the authorized signatory of the bidder along with the seal of the organization.
- 3.10.7. Bid document should contain an Index Page and each page of the bid document should be serially numbered and in accordance with the index page. The page numbering pattern should have "Serial Number/Total Number of the Bid Document e.g. 1/100)". No page should be left without page number.
- 3.10.8. Failure to comply with the below requirements shall lead to the Bid rejection:-
 - 3.10.8.1. Comply with all requirements as set out within this tender.
 - 3.10.8.2. Submit the forms and other particulars as specified in this tender and respond to each element in the order as set out in this tender.
 - 3.10.8.3. Include all supporting documentations specified in this tender, Corrigendum or any addendum issued.

3.11. Submission of Bid

- 3.11.1. Bidders shall submit their bids online on or before the last date and time for receipt of proposals as mentioned in document control sheet.
- 3.11.2. Bidder may submit the bid for any or all the categories of consumable items of IT Hardware mentioned in commercial Bid.
- 3.11.3. Bidder may submit bid for any number of consumable items of any particular category for which the bidder is submitting its bid.
- 3.11.4. Bidder shall submit all the formats of the tender document. Even if any form is not applicable to any particular bidder, still it should be submitted as "Not Applicable". Failure to submit all formats of the tender document may lead to rejection of the bid.

3.12. Late Bids

3.12.1. Bids received after the due date and the specified time (including extended period, if any) for any reason whatsoever, shall not be entertained and shall be not be opened.

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3.12.2. The bids that are submitted offline / on paper / via fax / via e-mail etc. shall not be considered. No correspondence will be entertained in this regard.

3.13. Disqualifications

DoGR may at its sole discretion and at any time during the evaluation of bids, disqualify any Bidder, if the Bidder has:

- 3.13.1. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- 3.13.2. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years.
- 3.13.3. Submitted a proposal that is not accompanied by required documentation or is nonresponsive.
- 3.13.4. Failed to provide clarifications related thereto, when sought.
- 3.13.5. Submitted more than one bid (directly/in-directly).
- 3.13.6. Declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices or blacklisted.
- 3.13.7. Submitted a bid with price adjustment/variation provision.
- 3.13.8. Documents are not submitted as specified in the tender document
- 3.13.9. Suppressed any details related to bid
- 3.13.10. Submitted incomplete information, subjective, conditional offers and partial offers submitted
- 3.13.11. Not submitted documents as requested in the checklist
- 3.13.12. Submitted bid with lesser validity period
- 3.13.13. Any non-adherence/non-compliance to applicable tender content

3.14. Deviations

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The bidder may provide deviations to the contents of the Tender Document. However, "Committee" reserves the right to accept or reject deviations submitted in part or full.

3.15. Consortium & Outsourcing

No Consortium shall be allowed to participate in the bid. The supplier shall not be allowed to outsource / sublet any part of the Purchase Order issued by the DoGR or any other department of Government of Punjab.

3.16. Bid Opening

- 3.16.1. The bids submitted will be opened at time & date as specified in the document control sheet by Committee or any other officer authorized by Committee, in the presence of bidders or their representatives who may wish to be present at the time of opening of bids.
- 3.16.2. Only two persons for each participating bidder's shall be allowed to attend the bid opening meetings.
- 3.16.3. The representatives of the bidders are advised to carry the identity card or a letter of authority from the bidders to establish their identity for attending the bid opening.

3.17. Bid Evaluation

- 3.17.1. DoGR will constitute a Committee to evaluate the bids submitted by Bidders. A three-stage process, as explained hereinafter, will be adopted for evaluation of bids. No correspondence will be entertained outside the process of evaluation with the Committee.
- 3.17.2. Committee may, at its discretion, call for additional information from the bidder(s) through email/fax/telephone/meeting or any other mode of communication. Such information has to be supplied within the set out time frame as provided by Committee, otherwise Committee shall make its own reasonable assumptions at the total risk and cost of the bidders and the proposal is liable to be rejected. Seeking clarifications cannot be treated as acceptance of the proposal. For verification of information submitted by the bidders, the committee may visit bidder's offices at its own cost. The bidders shall provide all the necessary documents, samples and reference information as desired by the committee. The bidders shall also assist the committee in getting relevant information from the bidders' references.

3.18. Eligibility Criteria

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3.18.1. The evaluation of the bidders will be carried out by the Committee as per the Eligibility criteria defined in the tender. Only the bidders who qualify as per Eligibility Criteria shall be eligible for Technical Evaluation. Non-conforming bids will be rejected and will not be eligible for any further processing. Eligibility criteria are explained as below:-

Note: All the below mentioned document has to be scanned and uploaded.

| SNo | Particulars | Eligibility Criteria | Supporting documents |
|-----|---------------------------------------|---|--|
| 1. | Legal Entity | Bidder should be a registered entity either under Indian Companies Act, 1956 or registered under Limited Liability Partnerships (LLP) Act, 2008 or registered under Partnership Act, 1932. | Certificate of Incorporation / Certificate of Registration Memorandum and Articles of Association / Partnership deed |
| | | Registered with the Sales Tax Authorities | Registration Certificate |
| | Relevant | The Bidder should have been in the business of supplying consumable items of IT hardware for a minimum period of three years as on 31.03.2015. | Purchase order(s) along with the |
| 2. | Business Continuity & Past experience | The bidder must have executed projects of total value of Rs. 10 lakh for any State Govt. / Central Govt. / Board, Corporations and Societies working under the aegis of the Government / PSU organization for supply of consumable items of IT hardware in the last three years as on 31.03.2015. | completion Certificate/ satisfactory client Certificate confirming year, cost and area of activity |
| 3. | Turnover | Bidder should have Total Average Annual Sales Turnover of INR 25 lakh in the last three (3) financial years as of 31.03.2015. | Extracts from the audited balance sheet and profit & loss along with authentic certificate from the practising member of Institute of Chartered Accountant of India. |
| 4. | Authorized supplier | The bidder should be an Authorized Supplier / Authorised Business Partner / Channel Partner of the OEMs (Original Equipment Manufacturer) for all consumable items in each category. | Relevant certification letter from OEM. |
| 5. | Disclosures | The bidder needs to submit the undertaking that the Bidder:- Has not been ever under a declaration of ineligibility for corrupt or fraudulent practices and should not be blacklisted by any State Govt. / Central Govt. / Board, Corporations and Government Societies / PSU for any reason. Has not been ever insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by court or judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons Their directors and officers not have been convicted of any criminal offence related to | Self-Certified letter |

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| SNo | Particulars | Eligibility Criteria | Supporting documents |
|-----|--|---|--|
| | | their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings. The prices being offered are not higher than the prices offered to any government department in last 3 months as on the date of bidding. Comply with the code of integrity as specified | |
| | Local office in | in the bidding document. The bidder must have an operating office in | A self-certified letter mentioning |
| 6. | Chandigarh / Mohali / Panchkula | Chandigarh / Mohali / Panchkula. If there is no operating office in Chandigarh / Mohali / Panchkula at present, the supplier must open an office within one month of empanelment. | whether the supplier has a local office. If not, the supplier must give an undertaking that it will open a local office in Chandigarh / Mohali / Panchkula within one month of empanelment. |
| 7. | VAT Registration | The Bidder should have valid VAT registration certificate | Copy of the certificate |
| 8. | Furnishing Tender document fees and EMD | The bidder must ensure to deposit the tender document fees and EMD | Any relevant proof |

3.19. Technical Bid Criteria & Evaluation

- 3.19.1. Technical Bids of only those Bidders would be evaluated who qualify all the Eligibility Criteria as explained above.
- 3.19.2. Committee will carry out a detailed evaluation of the Technical Bids in order to determine whether they are substantially responsive to the requirements set forth in the tender. In order to reach such a determination, Committee will examine the information supplied by the Bidders, and shall evaluate the same as per the evaluation criteria specified in this tender.
- 3.19.3. Technical evaluation would be carried out for each of the item being empanelled. The Technical evaluation criterion will be compliance against the detailed technical specifications mentioned in "Specification cum Technical Bid Form" of this tender. The decision of the Committee in this regard would be final.

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3.19.4. Bidders must qualify all the criteria of Technical Evaluation to be **considered eligible** for opening of the commercial bids.

3.20. Commercial Bid Evaluation

- 3.20.1. The Commercial Bids of technically qualified bidders will be opened on the prescribed date in the presence of representatives of the bidders who may wish to be present.
- 3.20.2. The "*All inclusive Price per unit*" indicated in the Commercial Proposal shall be considered final price for the commercial bid evaluation.
- 3.20.3. The bidder offering Lowest "All inclusive Price per unit" of any item would be termed as L1 (Lowest) for that particular item and become eligible for empanelment. The bidder quoting as second lowest would be L2 and so on. All technically qualified bidders shall be then asked to match the L1 price of that particular item.
- 3.20.4. The maximum time period allowed for matching the L1 rates by any Bidder will not be more than 7 working days from the date of declaring L1 bidder price. If the Bidder fails to match the L1 rates within stipulated time as stated above, the offer will be treated as declined.
- 3.20.5. Bidder(s) who will match the L1 price shall also be shortlisted to become eligible for empanelment.
- 3.20.6. The empanelment shall be done for each item under each category.
- 3.20.7. Omissions, if any, in costing any item shall not entitle the bidder to be compensated and the liability to fulfil its obligations as per the scope of work within the all inclusive total Unit price shall be that of the bidder. Failure to abide the tender conditions may result into forfeiture of EMD & PBG.
- 3.20.8. Any conditional commercial bid will lead to disqualification of the entire bid and forfeiture of the EMD.

3.21. Notification of Award of Contract

3.21.1. DoGR will notify the successful bidder(s) in writing about acceptance of their proposal. The notification of award will constitute the formation of the contract after submission of performance bank guarantee by the successful bidder(s).

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3.21.2. Upon the successful bidder's furnishing of Performance Bank Guarantee, DoGR will notify each unsuccessful bidder and return their EMD.

3.22. Performance Bank Guarantee (PBG)

3.22.1. The successful bidder will furnish Performance Bank Guarantee within 15 days from the notification of award, for a value as per below table :-

| Sr. No. | Consumable items categories | PBG (INR in Lakh) |
|------------|-----------------------------|-------------------|
| 1. | Desktop Computers | 1.00 |
| 2. | Printers | 1.00 |
| 3. | UPS Systems | 1.00 |

- 3.22.2. In case a bidder is empanelled for one or more than one category, the PBG shall be submitted separately for each category.
- 3.22.3. PBG shall remain valid for a period of **180 days** beyond the date of completion of all contractual obligations of the successful bidder including warranty/ extended warranty obligations.
- 3.22.4. In case the successful bidder fails to submit performance guarantee within the time stipulated, the DoGR at its discretion may cancel the award of contract to the successful bidder without giving any notice.
- 3.22.5. The Supplier will not be entitled for any interest on the PBG submitted.
- 3.22.6. DoGR shall forfeit the PBG in full or part in the following cases:
 - 3.22.6.1. When the terms and conditions of contract are breached/infringed
 - 3.22.6.2. When contract is being terminated due to non-performance of the Supplier
 - 3.22.6.3. DoGR incurs any loss due to Supplier's negligence in carrying out the project implementation as per the agreed terms & conditions.
- 3.22.7. Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of DoGR in this regard shall be final. 3.22.7.1.

3.23. Signing of Contract

The successful bidder will sign the Contract with DoGR within 15 working days of the release of notification and submission of PBG. After signing of the Contract, no variation in or modification of the term of the Contract shall be made except by mutual written amendment signed by both the parties.

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3.24. Fraud and Corruption

All the Bidders must observe the highest standards of ethics during the process of selection of project Supplier and during the performance and execution of contract.

- 3.24.1. For this purpose, definitions of the terms are set forth as follows:
 - 3.24.1.1. **"Corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of the DoGR or its personnel in contract executions.
 - 3.24.1.2. "Fraudulent practice" means a misrepresentation of facts, in order to influence a selection process or the execution of a contract, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive the DoGR of the benefits of free and open competition.
 - 3.24.1.3. **"Unfair trade practice"** means supply of services different from what is ordered on, or change in the Scope of Work given in Section IV.
 - 3.24.1.4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of contract.
- 3.24.2. DoGR will reject a proposal for award, if it determines that the Bidder recommended for award, has been determined to having been engaged in corrupt, fraudulent or unfair trade practices.
- 3.24.3. DoGR will declare a bidder ineligible, either indefinitely or for a stated period of time, for award of contract, if bidder is found to be engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract at any point of time.

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4.0 General Contract Conditions (GCC)

4.1. Application

These general conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them. For interpretation of any clause in the tender or Contract Agreement, the interpretation of DoGR shall be final and binding.

4.2. Standards of Performance

The Supplier shall deliver the services and carry out its obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Supplier shall always act in respect of any matter relating to this contract as faithful supplier to the DoGR. The Supplier shall always support and safeguard the legitimate interests of the DoGR, in any dealings with the third party. The Supplier shall abide by all the provisions/Acts/Rules etc. of Information Technology prevalent in the country. The Supplier shall conform to the standards laid down in the tender in totality.

4.3. Contract Period

This contract shall be valid for a period of one (1) year from the date of signing of contract. The contract may be extended by a period of 3 months on the same terms and conditions at the discretion of DoGR.

4.4. Change in Constitution of Firm

Any change in the constitution of the legal entity of the Supplier shall be notified forthwith by the supplier in writing to the authority sanctioning the contract and such change shall not relieve any former member of the firm from any liability under the empanelment contact.

No new partner/partners shall be accepted into the firm by the supplier in respect of this empanelment contract unless he/they agree to abide by all its terms, conditions and deposit with the officer sanctioning the contract a written agreement to this effect. The supplier's receipt or acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be a sufficient discharge for any of the purposes of the contract.

4.5. Prices

4.5.1. The rates quoted in the commercial bid shall be FOR Chandigarh and all towns / cities / villages of Punjab and the rates shall be inclusive of all statutory duties & taxes, packing & forwarding, freight, insurance, installation, Commissioning, warranty or any other charges.

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- 4.5.2. The prices shall remain fixed for the complete contractual period. No price change request would be accepted after opening of the bids and during the validity of the empanelment. Variation in tax rates will be passed on to the department.
- 4.5.3. In case, if at any point of time, it is found that the rates offered to DoGR are higher than the rates offered to any other Punjab Government Department for the similar make & model, the supplier would be liable to pay the differential amount to ordering Department failing which the contract shall be cancelled and performance security forfeited.

4.6. Supply

- 4.6.1. Unless agreed in writing with the bidders, the delivery of the ordered consumable items of IT Hardware should be within 7 working days of the issue of the Purchase order.
- 4.6.2. The location of Supply of item(s) can be anywhere in Punjab / Chandigarh as per the schedule given by the Department along with the Purchase Order.
- 4.6.3. The supplier will supply only genuine items as quoted in its bid.
- 4.6.4. No guarantee can be given as to the quantity, which will be ordered during the contractual period. But the purchaser undertakes to order from the supplier all items which he requires to purchase, except that he reserves to himself the right of placing the contract with one or more contractors as he may think fit and in consideration of this undertaking by Government, the supplier binds himself not to revoke this contract during the said period.
- 4.6.5. All the billing under this contract shall be made only from Chandigarh / Punjab.

4.7. Payment Terms

- 4.7.1. Payment shall be made by the Department who has placed the Purchase Order to the empanelled supplier referring this contract. DoGR shall not be liable for any payment on behalf of any other department.
- 4.7.2. 100% payment shall be made after Delivery and successful installation of the item(s) at the destination along with submission of Physical verification report by the ordering Department. The ordering Department

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- shall try to make the payment within a month of raising of the bill by the vendor.
- 4.7.3. Payment shall be made in Indian Rupee through account payee cheque or online transfer mode only.
- 4.7.4. No payment will be made in advance for any Supplies under this Contract.
- 4.7.5. Payments shall be subject to deductions of any amount for which the empanelled supplier is liable under the empanelment.

4.8. Other terms & Conditions

- 4.8.1. The items to be supplied under this contract will be of the quality equal and compliant in every respect to the specifications given in tender. The supplier shall be responsible for all complaints with respect to the quality.
- 4.8.2. DoGR or Department does not guarantee any minimum quantity to be ordered during contractual period for any item or category.
- 4.8.3. The supplier will be responsible for damage or loss in transit and replace goods broken or lost within 10 days from the date of notice thereof.
- 4.8.4. The Director, DoGR can authorize any of the experts or the ordering Officers or any other officer or person to inspect the stores at manufacturer premises / distributors premises or at consignee site and to reject the same or any part or portion after the written approval of the Director, DoGR, if he or they be not satisfied that the same is equal or according to the specifications submitted by the supplier.
- 4.8.5. The supplier shall not be paid for supplies rejected as above and such supplies shall be removed by the supplier at once and at his expense. He shall neither claim nor be entitled to payment for any damage that rejected supplies may suffer from any harm whatsoever incidental to a full and proper examination and test of such supplies. DoGR shall be under no liability whatsoever for rejected and the same will be at the supplier's risk.
- 4.8.6. Rejected supplies shall be removed by the supplier within 10 days of issue of notice of such rejection, and failing which removal of rejected goods will be at supplier's risk.
- 4.8.7. Unless otherwise specified in a requisition, bills for the whole items referred to in each Purchase Order, in triplicate, will be prepared and

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- submitted by supplier to the ordering Department. The full amount will be paid on receipt of items in good condition after their necessary verification as mentioned in the respective Purchase Order.
- 4.8.8. The materials should be securely packed by the suppliers in sound containers and the consignment is accepted by the carriers without any adverse remarks as to the packing or the condition of the containers. In case of any adverse remarks, the responsibility for the losses in transit will rest with the suppliers.
- 4.8.9. The supplier will not be entitled to charge or be paid for supplies broken / lost / damaged in transit. Such rejected supplies shall be removed by the supplier at his own expense.
- 4.8.10. The date of delivery stipulated in a supply order shall be deemed to be the essence of the contract and should the supplier fail to deliver any consignment within the period prescribed for such delivery stipulated in the supply order, the requisitioning department / officer may cancel the supply order & penal action such as debarring, forfeiture of PBG & pending payments, may be taken against the firm. DoGR may accept the delayed consignment as per penalties in the tender. In case of non-payment by the supplier, recovery will be made from his bills or PBG deposited with DoGR. However, if the firm requests for extension of delivery period, the reasons for delay will be examined by Department & if the reasons for delay are found justified, Department may extend the delivery period. In case, the delivery period is extended no penalty for supplies made during the extended period be recovered from the supplier.
- 4.8.11. The supplier should make himself fully acquainted with all the conditions and circumstances under which the supplies required under furnished and with all the terms, clauses, conditions, specifications and other details of the contract and the supplier shall not plead ignorance of any of those as excuse in case of complaint against or on rejection of supplies tendered by him or with a view either to asking for encashment of any rates agreed to in the supplier to evading any of his obligations under the contract.
- 4.8.12. The termination of this contract in whole or part under these conditions shall not be affected by the acceptance, meanwhile or subsequently, of supplies accepted or made at any station whether in ignorance of the termination otherwise.

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4.8.13. The supplier will be responsible for any repair / replacement of any faulty item that is covered under the standard warranty conditions of the OEM for that particular item.

4.9. Applicable Law

Applicable Law means the laws and any other instruments having the force of law in India as may be issued and in force from time to time. The Contract shall be interpreted in accordance with the laws of the Union of India and the State of Punjab.

4.10. Intellectual Property Rights

No services covered under the Contract shall be sold or disposed by the Supplier in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The Supplier shall indemnify DoGR from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the Supplier, DoGR shall be defended in the defence of such proceedings.

4.11. Governing Language

The Contract shall be written in English Language. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English Language.

4.12. Penalty

After expiry of stipulated delivery period i.e. 7 working days or as per Purchase Order timeline, whichever is earlier, a penalty @ 2% per week of the value of late supplied item subject to maximum of 10% shall be levied, beyond which the department can cancel the Purchase order and DoGR reserves the right to terminate the empanelment of the Supplier along with forfeiture of PBG.

4.13. Taxes and Duties

All taxes, duties and any statutory levies etc. payable by the Supplier during the contract tenure shall be the sole responsibility of the Supplier.

4.14. Termination of Contract

Following reasons shall lead to the termination of contract:

4.14.1. Failure of the successful bidder to accept the contract and furnish the Performance Bank Guarantee within specified time period.

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- 4.14.2. The term of Contract expires.
- 4.14.3. Termination of Contract by the DoGR due to non-adherence of contract / tender terms and conditions.

4.15. Termination for Insolvency, Dissolution etc.

DoGR may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company. In this event termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to DoGR.

4.16. Termination for Convenience

DoGR reserves the right to terminate, by prior written notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for DoGR's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

4.17. Force Majeure

- 4.17.1. The Supplier shall not be liable for forfeiture of its PBG or termination of contract 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.
- 4.17.2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of DoGR in their sovereign capacity, wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, and quarantine restrictions.
- 4.17.3. If a Force Majeure situation arises, the Supplier shall promptly notify DoGR in writing of such condition and the cause thereof. Unless otherwise directed by DoGR in writing, the Supplier 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.

4.18. Resolution of Disputes

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If any dispute arises between parties, then these would be resolved in following ways:

- 4.18.1. Amicable Settlement: Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then the second Sub-clause of resolution of disputes shall become applicable.
- 4.18.2. **Arbitration**: In case dispute arising between the DoGR and the Supplier, which has not been settled amicably, the Supplier can request the DoGR to refer the dispute for arbitration under Arbitration and Conciliation Act, 1996. Such disputes shall be referred to the Arbitrator which shall be "Principal Secretary / Secretary to Government of Punjab Department of Governance Reforms". The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. The arbitration proceedings will be held at Chandigarh. The decision of the Arbitrator shall be final and binding upon both the parties. The arbitration award shall be in writing and shall state the reasons for the award. The expenses of the arbitration as determined by the arbitrator shall be borne by the Supplier. However, the expenses incurred by each party in connection with the preparation / presentation of the petition / reply shall be borne by the party itself.

4.19. Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Chandigarh only.

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5.0 Proposal / bid Formats

Following are the proposal / bid formats to be used by the bidders for submitting their proposals / bids online for selection as Supplier under the tender:-

| S.No | Form | Description | |
|------|--------|---------------------------------------|--|
| 1. | Form-1 | Covering Letter | |
| 2. | Form-2 | Eligibility Criteria Form | |
| 3. | Form-3 | Specifications cum Technical Bid Form | |
| 4. | Form-4 | Commercial Proposal / bid Form | |

[Note: Italicized comments in rectangular brackets of formats have been provided for the purpose of guidance/ instructions to bidders for preparation of the Proposal Formats. These should not appear in the final Proposals to be submitted by the bidders]

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5.1. Form-1: Covering Letter requesting selection as Supplier

Bid Reference No.: DoGR/Consumables/2015/1

[Bidders are required to submit the covering letter as given here on their letterhead]

То

Director,
Department of Governance Reforms,
SCO-193-195, Sector-34A,
Chandigarh-160022

Sub: Proposal for Selection as Supplier of Consumable items of IT Hardware

Dear Sir,

- 1. We, the undersigned, have carefully examined the referred tender no. **DoGR/Consumables/2015/1**, offer to propose for the selection as Supplier, in full conformity with the said tender.
- 2. We have read all the provisions of tender & Corrigendum and confirm that these are acceptable to us.
- 3. We further declare that additional conditions, variations, if any, found in our proposal shall not be given effect to.
- 4. We agree to abide by this Proposal, consisting of this letter, our Technical and Commercial Proposals, the duly notarized written power of attorney, and all attachments, till 180 days from the date of opening of Commercial Proposals as stipulated in the tender and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
- Until the formal final Contract is prepared and executed between us, this Proposal, together with your written acceptance of the Proposal and your notification of award, shall constitute a binding contract between us.
- We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation or misinterpretation contained in it may lead to our disqualification.
- 7. We understand you are not bound to accept any proposal you receive, not to give reason for rejection of any proposal and that you will not defray any expenses incurred by us in bidding.

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| 8. | EMD has been deposited | online and its details a | are as:- [Insert de | etails as applicable] |
|----|------------------------|--------------------------|---------------------|-----------------------|
| | Acknowledgement No | dated | for INR | |
| | Acknowledgement No | dated | for INR | |

- 9. Tender document cost has also been paid online. Details are as below: [Insert the details as applicable].
- 10. Our details have been filled below:-

| S.No | Particulars | Details |
|------|--|---------|
| 1. | Name of the Supplier: | |
| 2. | Principal place of business: | |
| 3. | Address with Telephone numbers, Fax number | |
| 4. | Address of Branch office in Tri-city (if not same as above) | |
| 5. | Status whether run by an Individual, Partnership Firm, Registered Client, Private company, Public Company | |
| 6. | Date of incorporation and/or commencement of business | |
| 7. | Name of Proprietor/ Partners/ Directors | |
| 8. | Registration Number | |
| 9. | PAN Number | |
| 10. | Name, designation, postal address, e-mail address, phone numbers (including mobile) etc., of Authorized Signatory of the Supplier with power of attorney. | |
| 11. | Details of individuals who will serve as the point of contact/communication with the DoGR or purchaser department in case of the award of the contract. [The details to include Name, designation, postal address, e-mail address, phone numbers (including mobile) etc.] | |

Signature

Full Name

In the capacity of

Reference Number: DoGR/Consumables/2015/1 Page 28 of 44

Tender for Empanelment of Supplier for consumables items of IT Hardware

Duly authorised to sign Proposal for And on behalf of

| Date | Place |
|---|-------|
| | |
| [*· Strike off whichever is not applicable] | |

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5.2. Form 2: Eligibility Criteria Form

(The Technical proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Technical proposal)

Bid Reference No.: DoGR/Consumables/2015/1

| SNo | Particulars | Eligibility Criteria | Supporting documents | Pg No | Complia nce (Yes/No) |
|-----|---------------------------------------|---|---|----------|----------------------------|
| 1. | Legal Entity | Bidder should be a registered entity either under Indian Companies Act, 1956 or registered under Limited Liability Partnerships (LLP) Act, 2008 or registered under Partnership Act, 1932. | Certificate of Incorporation / Certificate of Registration Memorandum and Articles of Association / Partnership deed | | |
| | | Registered with the Sales Tax Authorities | Registration Certificate | | |
| 2. | Relevant | The Bidder should have been in the business of supplying consumable items of IT hardware for a minimum period of three years as on 31.03.2015. | Purchase order(s) along with the completion Certificate/ satisfactory client Certificate confirming year, cost and area of activity | | |
| | Business Continuity & Past experience | The bidder must have executed projects of total value of Rs. 10 lakh for any State Govt. / Central Govt. / Board, Corporations and Societies working under the aegis of the Government / PSU organization for supply of consumable items of IT hardware in the last three years as on 31.03.2015. | Copy of Rate Contract(s) and Purchase order(s) based on that Rate Contract. Separate Rate Contracts / Purchase Orders copy is needed for each category of consumables applied. | | |
| 3. | Turnover | Bidder should have Total Average Annual Sales Turnover of INR 25 lakh in the last three (3) financial years as of 31.03.2015. | Extracts from the audited balance sheet and profit & loss along with authentic certificate from the practising member of Institute of Chartered Accountant of India. | | |
| 4. | Authorized supplier | The bidder should be an Authorized Supplier / Authorised Business Partner / Channel Partner of the OEMs (Original Equipment Manufacturer) for all consumable items in each category. | Relevant certification letter from OEM. | | |
| 5. | Disclosures | The bidder needs to submit the undertaking that the Bidder: - Has not been ever under a declaration of ineligibility for corrupt or fraudulent practices and should not be blacklisted by any State Govt. / Central Govt. / Board, Corporations and Government Societies / PSU for any reason. | Self-Certified letter | | |

Reference Number: DoGR/Consumables/2015/1

| SNo | Particulars | Eligibility Criteria | Supporting documents | Pg No | Complia nce (Yes/No) |
|-----|---|--|--|----------|----------------------------|
| | | Has not been ever insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by court or judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons Their directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings. The prices being offered are not higher than the prices offered to any government department in last 3 months as on the date of bidding. Comply with the code of integrity as specified in the bidding document. | | | |
| 6. | Local office in Chandigarh / Mohali / Panchkula | The bidder must have an operating office in Chandigarh / Mohali / Panchkula. If there is no operating office in Chandigarh / Mohali / Panchkula at present, the supplier must open an office within one month of empanelment. | A self-certified letter mentioning whether the supplier has a local office. If not, the supplier must give an undertaking that it will open a local office in Chandigarh / Mohali / Panchkula within one month of empanelment. | | |
| 7. | VAT Registration | The Bidder should have valid VAT registration certificate | Copy of the certificate | | |
| 8. | Furnishing Tender document fees and EMD | The bidder must ensure to deposit the tender document fees and EMD | Any relevant proof | | |

Reference Number: DoGR/Consumables/2015/1

5.3. Form 3: Specifications cum Technical Bid Form

Bid Reference No.: DoGR/Consumables/2015/1

- 5.3.1. Category: Desktop Computers
 - 5.3.1.1. 1A Model dependent Consumables. Specifications of consumable items for the following models:
 - 1. Acer Power Series
 - 2. Dell Optiplex 7010
 - 3. Dell Optiplex 9020
 - 4. Dell Optiplex 990
 - 5. HCL Infiniti M A380
 - 6. HCL Infiniti Pro BL 1070
 - 7. HCL Infiniti Pro BL 128Q
 - 8. HCL Infiniti Tru BL 1230
 - 9. HP Compaq D290 MT
 - 10. HP Compaq DC7900
 - 11. HP Compaq DX2255 MT
 - 12. HP Compaq DX2280 MT
 - 13. HP Compaq DX6120 MT
 - 14. HP Compaq Presario SG2070IL
 - 15. HP Compaq Presario SG3113IL
 - 16. HP Compaq Pro 6300 MT
 - 17. HP Omni 100-6110IX
 - 18. HP Omni 120-1110IL
 - 19. HP Omni 120-1230IL
 - 20. HP Omni 120-1232IL
 - 21. HP Pavilion 21-A256IN AIO
 - 22. HP Pro 3090 MT
 - 23. HP Pro 3330 MT
 - 24. HP ProDesk 400 G2 MT
 - 25. IBM ThinkCentre Series

| S.No | Features | Specifications | Compliance (Yes/No) | Deviation (if any) along with justification |
|------|-----------------|--|------------------------|---|
| 1. | Memory (RAM) | Non-ECC DDR3 1333MHz Memory - Genuine / Original RAM as specified by the respective OEM manufacturer for above specified models with at least 1 year warranty. Size of RAM as per market availability. Warranty – 1 year minimum | | |

| S.No | Features | Specifications | Compliance (Yes/No) | Deviation (if any) along with justification |
|------|--------------------------|--|------------------------|---|
| 2. | Hard disk Drive (HDD) | SATA (7200 RPM) - Genuine / Original HDD as specified by the respective OEM manufacturer for above specified models with at least 1 year warranty. Size of HDD – 500GB and 1TB. HDD make / model – Seagate, Hitachi, WD or Toshiba Warranty – 1 year minimum | | |
| 3. | Power Supply | ATX with 5 star energy consumption rating Must be compliant with specifications as specified by the respective OEM manufacturer for above specified models Warranty – 1 year minimum | | |
| 4. | Keyboard | USB Multimedia 104 keys or higher keyboard Warranty – 1 year minimum | | |
| 5. | Mouse | USB Optical Scroll Mouse Warranty – 1 year minimum | | |

5.3.1.2. 1B – Model independent Consumables

| S.No | Features | Specifications | Compliance (Yes/No) | Deviation (if any) along with justification |
|------|---------------------|---|------------------------|---|
| 1. | Operating System | Licensed and Genuine Microsoft Windows 8.1 Professional edition or higher | | |
| 2. | Office Suite | Genuine Microsoft Office 2013 Standard Edition or higher | | |
| 3. | Antivirus | Genuine antivirus with minimum one / three year(s) subscription Anitvirus make – Symantec, McAfee, Trend Micro or Quickheal | | |
| 4. | LAN wire | UTP Cat 6 Cable | | |
| 5. | RJ45 connectors | As per standard specifications from a branded OEM | | |

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5.3.2. Category: Printers

5.3.2.1. 2A – Inkjet / Deskjet Printers: Specifications for following models:

- 1. HP Deskjet 930C
- 2. HP Deskjet 1050 AIO

| S.No | Features | Specifications | Compliance (Yes/No) | Deviation (if any) along with justification |
|------|---------------------------|--|------------------------|---|
| 1. | New Ink Cartridge | Genuine / Original cartridge as specified by the respective OEM manufacturer for above specified models with at least 1 year warranty | | |
| 2. | Ink Cartridge - Refill | High quality refill preferably Genuine / Original cartridge refill as specified by the respective OEM manufacturer for above specified models | | |
| 3. | Carriage belt | Genuine / Original carriage belt as specified by the respective OEM manufacturer for above specified models with at least 1 month warranty | | |
| 4. | Paper eject assembly | Genuine / Original paper eject assembly as specified by the respective OEM manufacturer for above specified models with at least 1 month warranty | | |

5.3.2.2. 2B – Laserjet Printers / MFD: Specifications for following models:

- 1. Brother HL-2140
- 2. Brother HL-2240
- 3. Canon LBP 3108B
- 4. Canon LBP 2900B
- 5. Canon LBP 3108B
- 6. Canon LBP 3300
- 7. Canon F151300
- 8. Canon L11121E
- 9. Canon MF4450
- 10. HP Laserjet 1007
- 11. HP Laserjet 1022 Plus
- 12. HP Laserjet 1010
- 13. HP Laserjet 1015
- 14. HP Laserjet 1018
- 15. HP Laserjet 1020
- 16. HP Laserjet 1020 Plus

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- 17. HP Laserjet 1022
- 18. HP Laserjet 1082
- 19. HP Laserjet 1108
- 20. HP Laserjet 1505N
- 21. HP Laserjet 1640
- 22. HP Laserjet 3300
- 23. HP Laserjet 4505
- 24. HP Laserjet 5200N
- 25. HP Laserjet M1522NF MFP
- 26. HP Laserjet CP1025color
- 27. HP Laserjet Pro M1213NF MFP
- 28. HP Laserjet Pro 1536DNF MFP
- 29. HP Laserjet Pro P1606DN
- 30. HP Laserjet P1007
- 31. HP Laserjet P1108
- 32. HP Laserjet P1008
- 33. HP Laserjet P1505
- 34. HP Laserjet 7500
- 35. HP Laserjet P1606DN
- 36. Ricoh SP200
- 37. Ricoh SP6330N
- 38. Samsung ML 1210
- 39. Samsung ML 1610
- 40. Samsung ML 1640
- 41. Samsung ML 1750
- 42. Samsung ML 1911
- 43. Samsung ML 2010
- 44. Samsung ML 2240
- 45. Xerox WORK CENTER 5020 MFP
- 46. WEP HQ1040+
- 47. WEP HQ1070+DX
- 48. WEP LQDX (Gold)
- 49. WEP HQ 1040

| S.No | Features | Specifications | Compliance (Yes/No) | Deviation (if any) along with justification |
|------|-----------|--|------------------------|---|
| 1. | New Toner | Genuine / Original Toner as specified by the respective OEM manufacturer for above specified models with at least 1 month warranty | | |

| 2. | Toner refill | High quality Toner refill preferably Genuine / Original Toner refill as specified by the respective OEM manufacturer for above specified models | |
|----|-------------------|---|--|
| 3. | Fuser Assembly | Genuine / Original fuser assembly as specified by the respective OEM manufacturer for above specified models with at least 1 month warranty | |
| 4. | Teflon sleeve | Genuine / Original Teflon sleeve as specified by the respective OEM manufacturer for above specified models with at least 1 month warranty | |
| 5. | Drum | Genuine / Original Drum as specified by the respective OEM manufacturer for above specified models with at least 1 month warranty | |

Reference Number: DoGR/Consumables/2015/1

5.3.3. Category UPS

5.3.3.1. 3A - 1KVA line interactive / offline UPS

| S.No | Features | Specifications | Compliance (Yes/No) | Deviation (if any) along with justification |
|------|----------|--|------------------------|---|
| 1. | Battery | Sealed Maintenance Free (SMF) battery (12V / 26AH x 4 nos.) with 2 year warranty. At least 30 min backup on full load. Battery make – Exide, HBL, Quanta, Luminous or other DGS&D approved batteries | | |

5.3.3.2. 3B - 600VA / 800VA line interactive / offline UPS

| S.No | Features | Specifications | Compliance (Yes/No) | Deviation (if any) along with justification |
|------|----------|--|------------------------|---|
| 1. | Battery | Sealed Maintenance Free (SMF) battery (12V / 7AH x 2 nos.) with 1 year warranty. At least 15 min backup on single PC (Approx). Battery make – Exide, HBL, Quanta, Luminous or other DGS&D approved batteries | | |

Reference Number: DoGR/Consumables/2015/1 Page **37** of **44**

5.4. Form 4: Commercial Proposal / bid Form

[To be submitted by the bidder as per the format given below in a separate sealed cover]

Bid Reference No.: DoGR/Consumables/2015/1

5.4.1. Category Desktop Computers5.4.1.1. 1A – Model Dependent Consumables

| | | Price per unit (All inclusive, as per technical specification) | | | | | |
|------|--------------------------------|--|---------------|------------|--------------|----------|-------|
| S.No | Desktop Model | RAM (per GB) | HDD 500 GB | HDD 1TB | Power Supply | Keyboard | Mouse |
| 1. | Acer Power Series | | | | | | |
| 2. | Dell Optiplex 7010 | | | | | | |
| 3. | Dell Optiplex 9020 | | | | | | |
| 4. | Dell Optiplex 990 | | | | | | |
| 5. | HCL Infiniti M A380 | | | | | | |
| 6. | HCL Infiniti Pro BL 1070 | | | | | | |
| 7. | HCL Infiniti Pro BL 128Q | | | | | | |
| 8. | HCL Infiniti Tru BL 1230 | | | | | | |
| 9. | HP Compaq D290 MT | | | | | | |
| 10. | HP Compaq DC7900 | | | | | | |
| 11. | HP Compaq DX2255 MT | | | | | | |
| 12. | HP Compaq DX2280 MT | | | | | | |
| 13. | HP Compaq DX6120 MT | | | | | | |
| 14. | HP Compaq Presario SG2070IL | | | | | | |
| 15. | HP Compaq Presario SG3113IL | | | | | | |
| 16. | HP Compaq Pro 6300 MT | | | | | | |
| 17. | HP Omni 100-6110IX | | | | | | |
| 18. | HP Omni 120-1110IL | | | | | | |
| 19. | HP Omni 120-1230IL | | | | | | |
| 20. | HP Omni 120-1232IL | | | | | | |
| 21. | HP Pavilion 21-A256IN AIO | | | | | | |
| 22. | HP Pro 3090 MT | | | | | | |

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| 23. | HP Pro 3330 MT | | | |
|-----|------------------------|--|--|--|
| 24. | HP ProDesk 400 G2 MT | | | |
| 25. | IBM ThinkCentre Series | | | |

5.4.1.2. 1B – Model independent Consumables

| S.No | Item (as per technical specification) | Price per unit (All inclusive) |
|------|---------------------------------------|--------------------------------|
| 1. | Operating System | |
| 2. | Office Suite | |
| 3. | RJ45 connector | |

| S.No | Item | Price per unit (All inclusive) | | |
|-------|----------------------------------|--------------------------------|----------------|--|
| 3.140 | (as per technical specification) | 1 year license | 3 year license | |
| 1. | Antivirus | | | |

| S.No | Item | Price per unit (All inclusive) | | |
|-------|----------------------------------|--------------------------------|------------------------|--|
| 3.110 | (as per technical specification) | Per metre | Per roll of 305 metres | |
| 1. | LAN wire | | | |

Note: -

- 1. Total unit price quoted above is an all-inclusive figures i.e. out-of pocket expenses, insurance, transport, taxes and any other regular or incidental expenses etc.
- 2. No cost other than quoted above shall be claimed separately.

Dated this [day / month / year]

Authorized Signatory (in full and initials):

Name and title of signatory:

Duly authorized to sign this Proposal for and on behalf of [Name of Supplier]

Name of Firm:

Address:

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5.4.2. Category: Printers

5.4.2.1. 2A – Inkjet / Deskjet Printers

| | | Price per unit (All inclusive, as per technical specification) | | | | | | |
|------|------------------------|--|---------------------------|------------------|----------------------|--|--|--|
| S.No | Printer Model | New Ink Cartridge | Ink Cartridge - Refill | Carriage belt | Paper eject assembly | | | |
| 1. | HP Deskjet 930C | | | | | | | |
| 2. | HP Deskjet 1050 AIO | | | | | | | |

5.4.2.2. 2B – Laserjet Printers / MFD

| | | Price per unit (All inclusive, as per technical specification | | ecification) | | |
|------|--------------------------|---|-----------------|-------------------|------------------|------|
| S.No | Printer Model | New Toner | Toner refill | Fuser Assembly | Teflon sleeve | Drum |
| 1. | Brother HL-2140 | | | | | |
| 2. | Brother HL-2240 | | | | | |
| 3. | Canon LBP 3108B | | | | | |
| 4. | Canon LBP 2900B | | | | | |
| 5. | Canon LBP 3108B | | | | | |
| 6. | Canon LBP 3300 | | | | | |
| 7. | Canon F151300 | | | | | |
| 8. | Canon L11121E | | | | | |
| 9. | Canon MF4450 | | | | | |
| 10. | HP Laserjet 1007 | | | | | |
| 11. | HP Laserjet 1022 Plus | | | | | |
| 12. | HP Laserjet 1010 | | | | | |
| 13. | HP Laserjet 1015 | | | | | |
| 14. | HP Laserjet 1018 | | | | | |
| 15. | HP Laserjet 1020 | | | | | |
| 16. | HP Laserjet 1020 Plus | | | | | |
| 17. | HP Laserjet 1022 | | | | | |
| 18. | HP Laserjet 1082 | | | | | |
| 19. | HP Laserjet 1108 | | | | | |

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| 20. HP Laserjet 1605N 21. HP Laserjet 1640 22. HP Laserjet 4505 23. HP Laserjet 4505 24. HP Laserjet 5200N 25. HP Laserjet M1522NF MFP 26. CP1025color 27. HP Laserjet Pro M1213NF MFP 28. H Daserjet Pro 1536DNF MFP 29. HP Laserjet Pro P1606DN 30. HP Laserjet P1007 31. HP Laserjet P1008 32. HP Laserjet P1008 33. HP Laserjet P1008 34. HP Laserjet P1008 35. HP Laserjet P1008 36. Ricoh SP200 37. Ricoh SP630N 38. Samsung ML 1210 39. Samsung ML 1640 40. Samsung ML 1640 41. Samsung ML 1911 43. Samsung ML 2240 44. Samsung ML 2240 45. 5020 MFP 46. WEP HQ1040 40. WEP HQ1070+DX 44. WEP HQ1070-DX | | | | | <u> </u> |
|--|-----|-------------------|--|--|----------|
| 22. HP Laserjet 3300 23. HP Laserjet 4505 24. HP Laserjet 5200N 25. HP Laserjet 5200N 26. CP1025color 27. HP Laserjet Pro 28. HP Laserjet Pro 1536DNF MFP 29. HP Laserjet Pro 29. P1606DN 30. HP Laserjet P1007 31. HP Laserjet P1008 32. HP Laserjet P1008 33. HP Laserjet P1008 33. HP Laserjet P505 34. HP Laserjet P500 35. HP Laserjet P1505 36. Ricoh SP200 37. Ricoh SP630N 38. Samsung ML 1210 39. Samsung ML 1610 40. Samsung ML 1750 41. Samsung ML 1750 42. Samsung ML 2240 44. Samsung ML 2240 45. Samsung ML 2240 46. WEP HQ1070+DX 48. WEP LQDX (Gold) | 20. | HP Laserjet 1505N | | | |
| 23. HP Laserjet 4505 24. HP Laserjet 5200N 25. HP Laserjet 5200N 26. CP1025color 27. HP Laserjet Pro M1213NF MFP 28. H2 Laserjet Pro M1213NF MFP 29. HP Laserjet Pro P1606DN 30. HP Laserjet P1007 31. HP Laserjet P1008 32. HP Laserjet P1008 33. HP Laserjet P505 34. HP Laserjet P505 35. HP Laserjet P505 36. Ricoh SP200 37. Ricoh SP6330N 38. Samsung ML 1210 39. Samsung ML 1610 40. Samsung ML 1640 41. Samsung ML 1750 42. Samsung ML 240 44. Samsung ML 2240 45. Server MC Andrew Server Se | 21. | HP Laserjet 1640 | | | |
| 24. HP Laserjet 25. HP Laserjet ChylozScolor HP Laserjet 26. CP1025color 27. HP Laserjet Pro M1213NF MFP HP Laserjet Pro 28. 1536DNF MFP 29. HP Laserjet Pro P1606DN P1606DN 30. HP Laserjet P1007 31. HP Laserjet P1008 32. HP Laserjet P1505 34. HP Laserjet P500 35. HP Laserjet P1606DN 36. Ricoh SP200 37. Ricoh SP6330N 38. Samsung ML 1210 39. Samsung ML 1610 40. Samsung ML 1640 41. Samsung ML 2010 44. Samsung ML 2240 45. Samsung ML 2240 46. WEP HQ1040+ 47. WEP HQ1040+ 48. WEP LQDX (Gold) | 22. | HP Laserjet 3300 | | | |
| 25. HP Laserjet M1522NF MFP 26. CP1025color 27. HP Laserjet Pro M1213NF MFP 28. HP Laserjet Pro 1536DNF MFP 29. HP Laserjet Pro 1536DNF MFP 30. HP Laserjet Pro 1536DNF MFP 31. HP Laserjet P1007 31. HP Laserjet P1008 32. HP Laserjet P1505 34. HP Laserjet P1505 34. HP Laserjet P500 35. HP Laserjet P500 36. Ricoh SP200 37. Ricoh SP630N 38. Samsung ML 1210 39. Samsung ML 1610 40. Samsung ML 1640 41. Samsung ML 1750 42. Samsung ML 1911 43. Samsung ML 2240 44. Samsung ML 2240 45. Xerox Work Center 5020 MFP 46. WEP HQ1040+ 47. WEP HQ1040+ 47. WEP HQ1070+DX 48. WEP LQDX (Gold) | 23. | HP Laserjet 4505 | | | |
| 25. M1522NF MFP 26. HP Laserjet CP1025color 27. HP Laserjet Pro M1213NF MFP 28. HP Laserjet Pro 1536DNF MFP 29. HP Laserjet P1007 30. HP Laserjet P1108 32. HP Laserjet P1008 33. HP Laserjet P1505 34. HP Laserjet P500 35. HP Laserjet P500 36. Ricoh SP200 37. Ricoh SP6330N 38. Samsung ML 1210 39. Samsung ML 1640 40. Samsung ML 1750 42. Samsung ML 1911 43. Samsung ML 2240 44. Samsung ML 2240 45. Xerox Work Center 5020 MFP 46. WEP HQ1040+ 47. WEP HQ1040+ 48. WEP LQDX (Gold) | 24. | HP Laserjet 5200N | | | |
| 26. CP1025color 27. HP Laserjet Pro M1213NF MFP 28. HP Laserjet Pro 1536DNF MFP 29. HP Laserjet Pro P1606DN 30. HP Laserjet P1108 32. HP Laserjet P1008 33. HP Laserjet P1505 34. HP Laserjet P500 35. HP Laserjet P500 36. Ricoh SP200 37. Ricoh SP6330N 38. Samsung ML 1210 39. Samsung ML 1610 40. Samsung ML 1640 41. Samsung ML 1911 43. Samsung ML 2240 44. Samsung ML 2240 45. Xerox Work Center 5020 MFP 46. WEP HQ1040+ 47. WEP HQ1070+DX 48. WEP LQDX (Gold) | 25. | - | | | |
| 27. M1213NF MFP 28. HP Laserjet Pro 1536DNF MFP 29. HP Laserjet Pro P1606DN 30. HP Laserjet P1007 31. HP Laserjet P1008 32. HP Laserjet P1505 34. HP Laserjet P500 35. HP Laserjet P500 36. Ricoh SP200 37. Ricoh SP200 37. Ricoh SP6330N 38. Samsung ML 1210 39. Samsung ML 1610 40. Samsung ML 1640 41. Samsung ML 1750 42. Samsung ML 1911 43. Samsung ML 2240 44. Samsung ML 2240 45. Xerox Work Center 5020 MFP 46. WEP HQ1040+ 47. WEP HQ1070+DX 48. WEP LQDX (Gold) | 26. | <u> </u> | | | |
| 29. HP Laserjet Pro P1606DN 30. HP Laserjet P1007 31. HP Laserjet P1008 32. HP Laserjet P1505 34. HP Laserjet P500 35. HP Laserjet P1606DN 36. Ricoh SP200 37. Ricoh SP6330N 38. Samsung ML 1210 39. Samsung ML 1610 40. Samsung ML 1640 41. Samsung ML 1911 43. Samsung ML 2010 44. Samsung ML 2240 45. Xerox Work Center 5020 MFP 46. WEP HQ1040+ 47. WEP HQ1070+DX 48. WEP LQDX (Gold) | 27. | | | | |
| 29. P1606DN 30. HP Laserjet P1007 31. HP Laserjet P1008 32. HP Laserjet P1505 34. HP Laserjet P500 35. HP Laserjet P1606DN 36. Ricoh SP200 37. Ricoh SP6330N 38. Samsung ML 1210 39. Samsung ML 1610 40. Samsung ML 1640 41. Samsung ML 1750 42. Samsung ML 1911 43. Samsung ML 2010 44. Samsung ML 2010 45. Xerox Work Center 5020 MFP 46. WEP HQ1040+ 47. WEP HQ1070+DX 48. WEP LQDX (Gold) | 28. | 1536DNF MFP | | | |
| 31. HP Laserjet P1108 32. HP Laserjet P1505 33. HP Laserjet P1505 34. HP Laserjet 7500 35. HP Laserjet P1606DN 36. Ricoh SP200 37. Ricoh SP6330N 38. Samsung ML 1210 39. Samsung ML 1610 40. Samsung ML 1640 41. Samsung ML 1750 42. Samsung ML 1911 43. Samsung ML 2010 44. Samsung ML 2240 45. Xerox Work Center 5020 MFP 46. WEP HQ1040+ 47. WEP HQ1070+DX 48. WEP LQDX (Gold) | 29. | | | | |
| 32. HP Laserjet P1008 33. HP Laserjet P1505 34. HP Laserjet 7500 35. HP Laserjet P1606DN 36. Ricoh SP200 37. Ricoh SP6330N 38. Samsung ML 1210 39. Samsung ML 1610 40. Samsung ML 1640 41. Samsung ML 1750 42. Samsung ML 1911 43. Samsung ML 2010 44. Samsung ML 2010 45. Xerox Work Center 5020 MFP 46. WEP HQ1040+ 47. WEP HQ1070+DX 48. WEP LQDX (Gold) | 30. | HP Laserjet P1007 | | | |
| 33. HP Laserjet P1505 34. HP Laserjet 7500 35. HP Laserjet P1606DN 36. Ricoh SP200 37. Ricoh SP6330N 38. Samsung ML 1210 39. Samsung ML 1610 40. Samsung ML 1640 41. Samsung ML 1750 42. Samsung ML 1911 43. Samsung ML 2010 44. Samsung ML 2240 45. Xerox Work Center 5020 MFP 46. WEP HQ1040+ 47. WEP HQ1070+DX 48. WEP LQDX (Gold) | 31. | HP Laserjet P1108 | | | |
| 34. HP Laserjet 7500 35. HP Laserjet P1606DN 36. Ricoh SP200 37. Ricoh SP6330N 38. Samsung ML 1210 39. Samsung ML 1610 40. Samsung ML 1640 41. Samsung ML 1750 42. Samsung ML 1911 43. Samsung ML 2010 44. Samsung ML 2240 45. Xerox Work Center 5020 MFP 46. WEP HQ1040+ 47. WEP HQ1070+DX 48. WEP LQDX (Gold) | 32. | HP Laserjet P1008 | | | |
| 35. HP Laserjet P1606DN 36. Ricoh SP200 37. Ricoh SP6330N 38. Samsung ML 1210 39. Samsung ML 1610 40. Samsung ML 1750 41. Samsung ML 1911 43. Samsung ML 2010 44. Samsung ML 2240 45. Xerox Work Center 5020 MFP 46. WEP HQ1040+ 47. WEP HQ1070+DX 48. WEP LQDX (Gold) | 33. | HP Laserjet P1505 | | | |
| 36. Ricoh SP200 37. Ricoh SP6330N 38. Samsung ML 1210 39. Samsung ML 1640 40. Samsung ML 1750 41. Samsung ML 1911 43. Samsung ML 2010 44. Samsung ML 2240 45. Xerox Work Center 5020 MFP 46. WEP HQ1070+DX 48. WEP LQDX (Gold) | 34. | HP Laserjet 7500 | | | |
| 37. Ricoh SP6330N 38. Samsung ML 1210 39. Samsung ML 1610 40. Samsung ML 1750 41. Samsung ML 1911 43. Samsung ML 2010 44. Samsung ML 2240 45. Xerox Work Center 5020 MFP 46. WEP HQ1040+ 47. WEP HQ1070+DX 48. WEP LQDX (Gold) | 35. | - | | | |
| 38. Samsung ML 1210 39. Samsung ML 1610 40. Samsung ML 1640 41. Samsung ML 1750 42. Samsung ML 1911 43. Samsung ML 2010 44. Samsung ML 2240 45. Xerox Work Center 5020 MFP 46. WEP HQ1040+ 47. WEP HQ1070+DX 48. WEP LQDX (Gold) | 36. | Ricoh SP200 | | | |
| 39. Samsung ML 1610 40. Samsung ML 1640 41. Samsung ML 1750 42. Samsung ML 1911 43. Samsung ML 2010 44. Samsung ML 2240 45. Xerox Work Center 5020 MFP 46. WEP HQ1040+ 47. WEP HQ1070+DX 48. WEP LQDX (Gold) | 37. | Ricoh SP6330N | | | |
| 40. Samsung ML 1640 41. Samsung ML 1750 42. Samsung ML 1911 43. Samsung ML 2010 44. Samsung ML 2240 45. Xerox Work Center 5020 MFP 46. WEP HQ1040+ 47. WEP HQ1070+DX 48. WEP LQDX (Gold) | 38. | Samsung ML 1210 | | | |
| 41. Samsung ML 1750 42. Samsung ML 1911 43. Samsung ML 2010 44. Samsung ML 2240 45. Xerox Work Center 5020 MFP 46. WEP HQ1040+ 47. WEP HQ1070+DX 48. WEP LQDX (Gold) | 39. | Samsung ML 1610 | | | |
| 42. Samsung ML 1911 43. Samsung ML 2010 44. Samsung ML 2240 45. Xerox Work Center 5020 MFP 46. WEP HQ1040+ 47. WEP HQ1070+DX 48. WEP LQDX (Gold) | 40. | Samsung ML 1640 | | | |
| 43. Samsung ML 2010 44. Samsung ML 2240 45. Xerox Work Center 5020 MFP 46. WEP HQ1040+ 47. WEP HQ1070+DX 48. WEP LQDX (Gold) | 41. | Samsung ML 1750 | | | |
| 44. Samsung ML 2240 45. Xerox Work Center 5020 MFP 46. WEP HQ1040+ 47. WEP HQ1070+DX 48. WEP LQDX (Gold) | 42. | Samsung ML 1911 | | | |
| 45. Xerox Work Center 5020 MFP 46. WEP HQ1040+ 47. WEP HQ1070+DX 48. WEP LQDX (Gold) | 43. | Samsung ML 2010 | | | |
| 45. 5020 MFP 46. WEP HQ1040+ 47. WEP HQ1070+DX 48. WEP LQDX (Gold) | 44. | Samsung ML 2240 | | | |
| 47. WEP HQ1070+DX 48. WEP LQDX (Gold) | 45. | | | | |
| 48. WEP LQDX (Gold) | 46. | WEP HQ1040+ | | | |
| ` ' | 47. | WEP HQ1070+DX | | | |
| 49. WEP HQ 1040 | 48. | WEP LQDX (Gold) | | | |
| | 49. | WEP HQ 1040 | | | |

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|---|---|---|---|---|---|--|
| | | | | | | |

- 1. Total unit price quoted above is an all-inclusive figures i.e. out-of pocket expenses, insurance, transport, taxes and any other regular or incidental expenses etc.
- 2. No cost other than quoted above shall be claimed separately.

| Dated this [day / month / year] |
|---|
| Authorized Signatory (in full and initials): |
| Name and title of signatory: |
| Duly authorized to sign this Proposal for and on behalf of [Name of Supplier] |
| Name of Firm: |
| Address: |

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5.4.3. Category UPS

5.4.3.1. 3A - 1KVA interactive/offline UPS

| S.No | Item (as per technical specification) | Price per unit (All inclusive) | |
|------|---------------------------------------|--------------------------------|--|
| 1. | Battery | | |

5.4.3.2. 3B - 600VA /800VA line interactive/offline UPS

| S.No | Item (as per technical specification) | Price per unit (All inclusive) | |
|------|---------------------------------------|--------------------------------|--|
| 1. | Battery | | |

Note: -

- 1. Total unit price quoted above is an all-inclusive figures i.e. out-of pocket expenses, insurance, transport, taxes and any other regular or incidental expenses etc.
- 2. No cost other than quoted above shall be claimed separately.

Dated this [day / month / year]

Authorized Signatory (in full and initials):

Name and title of signatory:

Duly authorized to sign this Proposal for and on behalf of [Name of Supplier]

Name of Firm:

Address:

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Annexure A: Performance Bank Guarantee

- <Name>
- <Designation>
- <Address>
- <Phone Nos.>
- <Fax Nos.>
- <Email id>

Whereas, <<name of the Supplier and address>> (hereinafter called "the applicant / Supplier") has undertaken, in pursuance of contract no. <<insert contract no.>> dated. <<insert date>> to provide consulting services for <<name of the assignment>> to <<Cli>Client>> (hereinafter called "the beneficiary")

And whereas it has been stipulated by in the said contract that the applicant/Supplier shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, **<<Name of the Bank>>** a banking company incorporated and having its head /registered office at **<<address** of the registered office>> and having one of its office at **<<address** of the local office>> have agreed to give the Supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the Supplier, upto a total of Rs. <<Insert Value>> (Rupees <<insert value in words>> only) 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 limits of Rs. <<Insert Value>> (Rupees <<insert value in words>> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the applicant/Supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until << Insert Date>>.

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed Rs <<Insert Value>> (Rupees <<insert value in words>> only).
- II. This bank guarantee shall be valid up to <<insert expiry date>>.
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <<insert expiry date>> failing which our liability under the guarantee will automatically cease.

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