



Tender Document  
*For*  
Purchase of IT Equipment for the offices of  
Department of Governance Reforms

Reference number: **1/93/2013/AM(EG)/DGR**

Department of Governance Reforms,  
Government of Punjab  
Sector 1,  
Chandigarh-160001

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**1.0 DOCUMENT CONTROL SHEET**

<b>S.No.</b>	<b>Particular</b>	<b>Details</b>
1.	Document Reference Number	<b>1/93/2013/AM(EG)/DGR</b>
2.	Start date of sale of Tender Document	23.12.2013
3.	Time of Pre Bid meeting	30.12.2013
4.	Last date of issue of Tender Document	09.01.2014 upto 3.00 PM
5.	Last date and time for receipt of Tender	10.01.2014 at 12.00 PM
6.	Date and time of opening of Technical Bid	10.01.2014 at 12.30 PM
7.	Date and time of Opening of Commercial bids	To be Intimated Later
8.	Cost of Tender document	Rs. 5000/- (Rupees Five Thousand only) Demand Draft
9.	Earnest Money Deposit (EMD)	Rs. 5,00,000/- (Rs. Five Lacs only)
10.	All requisite demand drafts/PBG/EMD payable at Chandigarh in favour of	Member Secretary, Punjab State e-Governance Society
11.	Office Address (For Tender issuance, Bid submission and other relevant purposes)	Punjab State e-Governance Society (PSEGS), Department of Governance Reforms, SCO 193-195, Sector 34-A, Chandigarh
12.	Single Point of Contact from the Department of Governance Reforms regarding This Tender	Mr. Kalwarn Singh, Assistant Manager,  Ph No: +91 9357242220  Email: kalwarn.singh@punjab.gov.in
13.	Website	www.dgrpunjab.gov.in

\*This document is not transferable

## 2.0 Invitation for Bids [IFB]

### 2.1. Invitation

The Department of Governance Reforms invites sealed bids from eligible bidders for the supply and installation of Desktops with Pre-Loaded Licensed Operating System, MS Office, Printers, Scanners and Anti-Virus (here in after “Items/Services”) along with required software and other peripherals, if any, to its office mentioned in the tender document.

### 2.2. Tender methodology

Tender methodology proposed to be adopted by the Department of Governance Reforms will be “Two Bid system” i.e. Technical Bid and Commercial Bid. The Department of Governance Reforms would enter into contract with the bidder who technical bid and whose commercial bid is found to be Lowest Commercial Bid [L-1].

### 2.3. Minimum Eligibility Criteria/Technical Qualification:-

S.No	Criteria	Supporting Documents
1.	Cost of Tender document	Demand Draft /Receipt as per document control sheet
2.	EMD as mentioned in Document control sheet	Demand Draft as per document control sheet
3.	Should be Original Equipment Manufacturer (OEM) or Authorized Dealer/ Distributor/Reseller/ Channel Partner of OEM.	Certificate of Registration/ Incorporation
4.	In case of Bidders quoting as Authorized dealers / Distributors /Reseller/ Channel Partner of OEM.	Authorization Certificate from the related OEM and Manufacturer Authorisation Form
5.	Should be a Legally Registered Business Entity	Certificate of Registration
6.	To ensure that manufacturer of the equipment should be minimum ISO 9001:2008 since last 3 years as on date of Bid Submission.	Copy of Valid certificate as on date of Submission of Bid
7.	In case, bidder is Principal / OEM Company, minimum average annual turnover in last three (3) financial years ending 31st March 2013 should be	Should be evidenced with the Certificate duly certified by a practicing Fellow

	Rs 100 Crore from the sale of Computer Systems & Peripherals.	Member of Institute of Chartered Accountants of India (FCA) & Extracts of Balance Sheet/Profit & Loss Account should also be submitted.
8.	<p>In case the bidder is Authorized Dealer/ Distributor/Reseller/ Channel Partner of OEM</p> <p>Minimum average annual turnover of the bidder in last three (3) financial years ending 31st March 2012 should be Rs Ten (10) Crore from the sale of Computer Systems &amp; Peripherals.</p> <p>and</p> <p>Minimum average annual turnover of the Principal / OEM Company in last three (3) financial years ending 31st March 2012 should be Rs 100 Crore from the sale of Computer Systems &amp; Peripherals.</p>	Should be evidenced with the Certificate duly certified by a practicing Fellow Member of Institute of Chartered Accountants of India (FCA) & Extracts of Balance Sheet/Profit & Loss Account should also be submitted.
9.	The bidder should be in core IT hardware business for at least three (3) years	<p>Should be evidenced with the Certificate duly certified by a practicing Fellow Member of Institute of Chartered Accountants of India (FCA)</p> <p>Or</p> <p>Purchase orders for last three years clarifying in the IT hardware business for at least three (3) years</p>
10.	Bidder should be a profit making business entity for at least 2 years out of last 3 years.	Should be evidenced with the Certificate duly certified by a practicing Fellow Member of Institute of Chartered Accountants of India (FCA) & Extracts of Balance Sheet//Profit & Loss Account should also be submitted.
11.	Proposed make/brand of the equipment must have registered in DGS&D (Director General of Supplies & Disposals, Govt. of India) in any of the last five (5) years.	A copy of DGS&D Registration

12.	Should have direct support centres at Chandigarh/Punjab/ Panchkula. In case of support through service partners, details of the service partners to be attached.	Address proof of support centre (Utility bill or rent Lease agreement)
13.	Bidder should have successfully delivered and installed at least Two Hundred and Fifty (250) Desktops in single order or Two order with minimum quantity of One hundred & fifty (150) desktops during last three (3) years in each order.	Copy Of Work Order and Completion Certificate from client
14.	The Bidder must have valid PAN issued by Income Tax Authorities, India.	Copy of PAN card
15.	The Bidder must have valid VAT/ST/CST Number. If no, the Bidder will give undertaking that the Sales Tax Number shall be submitted to the client before any contract is awarded to the bidder.	Copy of VAT/ST/CST registration certificate
16.	The Hardware products should have Certification on supplied OS	Certification from OEM
17.	The Bidder (including Principal/OEM Company) should not have been blacklisted by any Centre/ State Govt. agency for any reason.	Self-Declaration Letter
18.	Bidder should have only single participation in the bid	Self-Declaration Letter
19.	All supported documents and pages of the Bid should be signed by authorized signatory	Special Power of Attorney authorizing concerned person signing of documents
20.	No consortium is allowed	Self-declaration

## Notes to the Qualification:-

1. Bidder should have only single participation in the bid i.e Authorized dealers / Distributors /Reseller/ Channel Partner of a particular OEM or the OEM itself shall be allowed to participate in the bid.

## **3.0 Instruction for Bidders**

### **3.1.Introduction**

The bidder is expected to examine all instructions, forms, terms and specification in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the bidder's own risk.

### **3.2.Pre-bid meeting / Clarification of Bids**

- 3.2.1. The bidder or its official representative (not more than two members from a given bidder) are invited to attend pre-bid meeting to be held on date and time at the venue mentioned in Document Control Sheet. It is the responsibility of the Bidders representatives (only one person per Supplier) to be present at the venue of opening of Bids.
- 3.2.2. Clarification sought by bidder should be in writing (Letter/E-mail/FAX etc., - preferably through mail) and should be submitted latest by Day of Pre-Bid Meeting
- 3.2.3. The text of the questions raised (without identifying the source of enquiry) and the response given by the Department of Governance Reforms together with amendment(s) to the bidding document, if any, will be Uploaded on the website or as decided by Department of Governance Reforms
- 3.2.4. In case of any clarification required by Department of Governance Reforms to assist in the examination, evaluation and comparison of bids, Department of Governance Reforms may, at its discretion, ask the bidder for clarification. The response / Clarification shall be in writing and no change in the price of substance of the bid shall be sought, offered or permitted.
- 3.2.5. Queries of only those bidders would be replied who purchased the tender document or submit the Demand Draft of Tender Document fee on or before the day of pre-Bid Meeting



## **4.0 Technical Bid**

### **4.1. Compliances to bid**

- 4.1.1. Bidder to submit point by point compliance to the technical compliance and it should be included in the Bid
- 4.1.2. Any deviations from the specifications should be clearly brought out in the bid.
- 4.1.3. Bidder to quote for entire package on a single responsibility basis for the Items/services it proposes to supply under the contract

### **4.2. Earnest Money Deposit (EMD):**

- 4.2.1. The earnest money of the unsuccessful bidder shall be refunded after final award of the contract.
- 4.2.2. EMD of the successful bidder shall be released only after the submission of requisite Performance Bank Guarantee.
- 4.2.3. The EMD will be forfeited on one or more of the following reasons:-
  - i. Bidder Withdraws its Bid during the bid validity period as specified in the Tender document,
  - ii. Bidder does not respond to request for clarifications of the Bid,
  - iii. Any attempt by Bidder to hide the facts or misrepresentation or corrupt practices is revealed at any stage,
  - iv. In case of a successful bidder, the said bidder fails to accept the final contract in stipulated time or fail to furnish the Performance Bank Guarantee.”

### **4.3. Amendment to the bidding document**

- 4.3.1. At any time prior to the deadline for submission of Bids, the Department of Governance Reforms for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment.
- 4.3.2. All prospective Bidders that have received the Bidding Document from the Department of Governance Reforms will be notified of the amendment in on website. Bidders are advised to regularly visit the website for any updates.
- 4.3.3. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Department of Governance Reforms at its discretion, may extend the deadline for the submission of Bids.

### **4.4. Cost of Bidding**

The Bidder shall bear all the costs associated with the preparation and submission of its Bid, and the Department of Governance Reforms will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

#### **4.5. Period of validity of bids (Date till which the bids should be valid)**

180 Days from the date of opening of tender document and shall be binding on the bidder, even if Department of Governance Reforms chooses to place the purchase order (PO) or repeat order(s), on or before that date. The Department of Governance Reforms however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

#### **4.6. Format and signing of Bid**

- 4.6.1. The Bidder shall prepare and submit the original bid, clearly marking "Tender Document For Purchase of IT Equipment for the offices of Department of Governance Reforms" along with Tender number (as mentioned on the Tender document cover page) on the top of the cover.
- 4.6.2. Technical and commercial bids should be placed in two separate envelopes super scribed "Technical Bid" and "Commercial Bid" respectively.
- 4.6.3. The bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person(s) duly authorized to bind the Bidder to the contract.
- 4.6.4. Person(s) signing the bids shall initial all the pages of the bids.
- 4.6.5. Any interlineations, erasures or overwriting shall be valid only if they are signed and authenticated by the person signing the bids.

#### **4.7. Sealing and Marking of Bids**

- 4.7.1. The bidder shall submit their Bid in hard copy (one original and one duplicate copy-for technical & commercial bid). Bidder would also submit a softcopy of all documents on two non-rewritable CDs (for Technical Bid only) at the office address on or before the last date and time for receipt of Bid as mentioned in document control sheet.
- 4.7.2. Bid shall be submitted in one envelope containing following four envelopes:

Sealed Envelope	The envelope containing only Earnest Money Deposit shall be sealed and super scribed — "<Name of Bidder>- <i>EMD for Tender Document For Purchase of IT Equipment for the offices of Department of</i>
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No. 1 :  <b>EMD</b>	Governance Reforms along with Tender reference number”.
Sealed Envelope No. 2 :  <b>Technical Bid</b>	<p>a) The envelope containing Technical Bid shall be sealed and superscripted “&lt;Name of Bidder&gt;-Technical Bid (Original Copy) – for Tender Document For Purchase of IT Equipment for the offices of Department of Governance Reforms” along with Tender reference number.</p> <p>b) This envelope should not contain financial bid (in full or part), in either explicit or implicit form, in which case the bid will be rejected.</p>
Sealed Envelope No. 3:  <b>Commercial Bid</b>	The envelope containing commercial Bid shall be sealed and superscripted “<Name of Bidder> - <i>Commercial Bid(Original Copy)</i> for “Tender Document For Purchase of IT Equipment for the offices of Department of Governance Reforms” along with Tender reference number.
Sealed Envelope No. 4  <b>DUPLICATE COPY</b>	<p>The envelope containing Duplicate Hard Copies of the following documents shall be sealed and superscripted “&lt;Name of Bidder&gt; - <i>DUPLICATE Copy of Bid</i> Tender Document For Purchase of IT Equipment for the offices of Department of Governance Reforms along with Tender reference number:-</p> <ol style="list-style-type: none"> <li>Sealed DUPLICATE copy of Technical Bid</li> <li>Sealed DUPLICATE copy of Commercial Bid</li> <li>Sealed Non- rewritable CD of Technical Bid</li> </ol>
Sealed Envelope No. 5  <b>Outer Envelope</b>	All the above 4 envelopes should be put in envelope no. 5 which shall be properly sealed and superscripted “<Name of Bidder> Tender Document For Purchase of IT Equipment for the offices of Department of Governance Reforms along with Tender reference number”
<p>Note:</p> <ol style="list-style-type: none"> <li>The outer envelope thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the bidder to enable the Bid to be returned unopened in case it is declared "Late".</li> <li>Failure to mention the address on the outside of the envelope could cause a Bid to be misdirected or to be received at the required destination, after the deadline.</li> <li>Any cost/prices should not be indicated in Technical Bid but should only be indicated in the Commercial Bid.</li> <li>Punjab Department of Governance Reforms will not accept delivery of Bid by fax or by email.</li> <li>In case any discrepancy is found in the information provided on hardcopy &amp; softcopy, the Department of Governance Reforms may also, after assessing the criticality of such misinformation, take decision to disqualify the bidder.</li> <li>All envelopes should be packed and sealed with utmost care so that no documents inside the envelope should get damaged or torn while opening the envelopes.</li> </ol>	

- 4.7.3. If the envelop is not sealed and marked, the Department of Governance Reforms will assume no responsibility for the Bid's misplacement or its premature opening.

#### **4.8. Last date for submission of Bids**

Last date for bid submission is mentioned in Document Control Sheet.

- 4.8.1. In the event of the specified date for the submission of bids, being declared a holiday for the Department of Governance Reforms the bids will be received up to the appointed time on the next working day.
- 4.8.2. The Department of Governance Reforms may, at its discretion, extend the deadline for submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Department of Governance Reforms and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 4.8.3. Any bid received by the Department of Governance Reforms after the deadline for submission of bids will be rejected and returned unopened to the bidder

#### **4.9. Modification And/ Or Withdrawal of Bids:**

Bids once submitted will be treated as final and no further correspondence will be entertained after the deadline for submission of bids. No bidder shall be allowed to withdraw the bid, if bidder happens to be the successful bidder. The Department of Governance Reforms has the right to reject any or all bids received without assigning any reason whatsoever. The Department of Governance Reforms shall not be responsible for non-receipt / non- delivery of the bid documents due to any reason whatsoever.

#### **4.10. Right to Accept & Reject**

The Department of Governance Reforms reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to placing of purchase order, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Department of Governance Reforms 's action.

## **5.0 Evaluation of Bids**

### **5.1. Clarification of Bids :**

During evaluation of Bids, the Department of Governance Reforms at its discretion, may ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing (Fax/e-Mail), and no change in the substance of the Bid shall be sought, offered or permitted.

### **5.2. Preliminary Examinations:-**

- 5.2.1. In the first stage, Technical Bids will be opened in presence of a Technical Bids Opening Committee appointed for the purpose. It is the responsibility of the bidder's representative to be present at the time, on the date and at the place specified in the tender document. The bidders' representatives who are present shall sign a document evidencing their attendance.
- 5.2.2. The Department of Governance Reforms will examine the Bids to determine whether they are complete, the documents have been properly signed; supporting papers/documents attached and the bids are generally in order.
- 5.2.3. Prior to the detailed evaluation, the Department of Governance Reforms will determine the substantial responsiveness of each Bid to the Bidding document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. The Department of Governance Reforms' determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence. The Department of Governance Reforms would also evaluate the Bids on technical parameters.
- 5.2.4. If a Bid is not substantially responsive, it will be rejected by the Department Governance Reforms and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 5.2.5. The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.
- 5.2.6. All the bidders who qualify in Technical evaluation would be shortlisted. Commercial bids of only shortlisted bidders would be opened.

### **5.3. Arithmetic errors & correction**

Arithmetic error, if any, in the commercial bid will be rectified on the following basis:

- 5.3.1. If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the supplier does not accept the correction of errors, its bid will be rejected.
- 5.3.2. If there is discrepancy in the unit price quoted in figures and words, the unit price, in figures or in words, as the case may be, which corresponds to the total bid price for the item shall be taken as correct.
- 5.3.3. If the Supplier has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted shall be taken as correct.
- 5.3.4. The Department Governance Reforms at its discretion can ask the Suppliers for the demonstration of all or some components/features of the equipment quoted by them. However, the Department Governance Reforms will not pay/reimburse any expenditure incurred by the Supplier for arranging the demonstration.
- 5.3.5. Bidder shall NOT contact the Department Governance Reforms on any matter relating to its Bid, from the time of opening of Bid to the time a communication in writing about its qualification or otherwise received from the Department Governance Reforms.
- 5.3.6. Any effort by the Bidder to influence the Department Governance Reforms in its decisions on Bid evaluation, Bid comparison may result in the rejection of the Bidder's Bid.

### **5.4. Award of Contract**

- 5.4.1. The bidders whose total bid value shall be lowest would be considered as L1 (successful) bidder.
- 5.4.2. The Department Governance Reforms will award the contract to the successful Bidder(s)
- 5.4.3. The Department Governance Reforms reserves the right at the time of award of contract to exclude any item, increase or decrease of the quantity of Items/services or change in location where equipment are to be supplied from

what was originally specified while floating the tender without any change in unit price or any other terms and conditions.

- 5.4.4. There shall be no post tender negotiations with L1 or any other participating bidder.

## **6.0 General Terms and Conditions**

(These terms and conditions are generic in nature, which have been mentioned for the knowledge of the bidders and may be changed to specific terms and conditions with necessary changes with each Purchase Order as and when applicable)

### **6.1. Definitions**

In this Contract, the following terms shall be interpreted as indicated:

- 6.1.1. "The Contract" means the agreement entered into between the Department Governance Reforms represented by its Officer and the Supplier(successful bidder), as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- 6.1.2. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- 6.1.3. "The Items" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Department Governance Reforms under the Contract;
- 6.1.4. "The Services" means those services ancillary to the supply of the Items, such as transportation and insurance, and any other incidental services, such as installation, Warranty, commissioning, support, maintenance, provision of technical assistance, training and other such obligations of the Supplier covered under the Purchase Contract;
- 6.1.5. "TCC" means the Terms and Conditions of Contract contained in this section;
- 6.1.6. "The Supplier" or "the Supplier" means the individual or firm supplying or intending to supply the Items/Services under this Contract; and
- 6.1.7. "The Project Site" means various locations as suggested by Department Governance Reforms

- 6.1.8. The 'Committee' means bid evaluation committee as constituted by Department of Governance Reforms

## **6.2. Use of Contract Documents and Information**

- 6.2.1. The Supplier shall not, without the Department Governance Reforms 's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Department Governance Reforms in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 6.2.2. The Supplier will treat as confidential all data and information about the Department Governance Reforms obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Department Governance Reforms.

## **6.3. Subcontracts**

- 6.3.1. The Supplier shall not assign to others, in whole or in part, their obligation to perform under the contract, outsource or subcontract the work.

## **6.4. Delivery and Installation**

- 6.4.1. All items shall be delivered within 08 (Eight) weeks from the date of purchase order at Department of Governance Reforms specified location/office. Supplier will have to verify all the items within one week from the date of delivery in the presence of Department of Governance Reforms officials at respective location/offices
- 6.4.2. Delivery of the Items/Services shall be made by the Supplier in accordance with the terms of the Purchase Contract. The Supplier shall take responsibility of the Items/Services till it reaches the delivery destination as informed by the Department Governance Reforms transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier. Supplier shall organize the Road Permits wherever required, any letter required for this will be given by the Department Governance Reforms.
- 6.4.3. The Bidder shall install the Items within seven (7) working days from the date of delivery. If the Supplier fails to install the items within seven working days,



the Department Governance Reforms will impose a penalty of 2% of the order value for the late installed item for each week's delay or part thereof, subject to maximum of 15% of the bid value of the late installed items.

6.4.4. Installation will be treated as incomplete in one/all of the following situations:

6.4.4.1. Non-delivery of Items/Services or other components and software modules mentioned in the order

6.4.4.2. Non-delivery of supporting documentation

6.4.4.3. Delivery, but no installation of the components and/or software.

6.4.4.4. System operational, but unsatisfactory to the Department Governance Reforms. Non installation of software licenses.

6.4.5. The Department Governance Reforms will consider the inability of the Bidder to deliver or install the equipment within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the Bidder. The liquidation damages represent an estimate of the loss or damage that the Department Governance Reforms may have suffered due to delay in performance of the obligations (relating to delivery, installation, operationalization, implementation, training, acceptance, warranty, maintenance etc. of the deliverables) by the Bidder.

6.4.6. The Department Governance Reforms shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum as specified in Special Terms and Conditions

6.4.7. Products shall be supplied in a ready to use condition along with all Cables, Connectors, Software Drivers, Manuals and Media etc.

6.4.8. The Supplier shall integrate the equipment with the existing infrastructure, if required, without any extra cost.

## **6.5. Delivery and Documents**

The details of shipping and/or other documents to be furnished by the Supplier are specified hereunder:-

- I. Original copy of Supplier's invoices showing contract number, Items/Services description, quantity, unit price and total amount;
- II. Packing list of all parts being supplied with the main equipment
- III. Manufacturer's / Supplier's warranty certificate;

- IV. Supplier's factory inspection report and Quality Control Test Certificates.
- V. The Supplier to submit insurance certificate along with delivery documents.
- VI. Any other requisite documents required to meet the order obligation

## **6.6. Price**

- 6.6.1. Prices quoted by the bidders shall include all taxes, VAT, duties, levies, transportation costs, Octroi, other statutory levies and insurance costs till the equipment is accepted by the Department of Governance Reforms.
- 6.6.2. Prices quoted shall be inclusive of three (3) years on-site comprehensive warranty for each & every item supplied under the order.
- 6.6.3. Once a contract price is arrived at, the same must remain firm and must not be subject to escalation during the performance of the contract due to fluctuation in foreign currency, change in the duty/tax structure, changes in costs related to the materials and labour or other components or for any other reason.
- 6.6.4. The prices quoted shall be valid for a minimum period of Six (6) Months from the date of opening of commercial bid.
- 6.6.5. Further, subsequent to the orders being placed/agreement executed, the Bidder shall pass on to the Department Governance Reforms all fiscal benefits arising out of reductions in Government Levies viz., Sales Tax, Excise Duty, Custom Duty etc. Otherwise rates are firm during the entire contract period.
- 6.6.6. Department of Governance Reforms will not provide any Sales tax/VAT Concession Form.

## **6.7. Terms of Payment**

- 6.7.1.1. Standard payment terms:-
- 6.7.1.2. 80% after delivery, verification, inspection and installation of Items /Services as per Purchase Order/Contract.
- 6.7.1.3. 20% after complying with acceptance criteria & submission of acceptance certificate or after One month of Successful operation of Installed items, whichever is later.

6.7.1.4. All the payments will be made by Department Governance Reforms through account payee cheque only.

6.7.1.5. Supplier will be required to furnish the documentary proof of delivery, installation and acceptance duly signed by authorized officials of Department Governance Reforms while claiming the payment.

6.7.2. Supplier will be entirely responsible for all applicable present and future, duties, levies, charges, license fees, VAT etc. in connection with delivery of Items/Services at site including incidental services and commissioning.

6.7.3. The Bidder must accept the payment terms proposed by the Department of Governance Reforms. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Department Governance Reforms. Any deviation from the proposed payment terms would not be accepted. The Department Governance Reforms shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Department Governance Reforms.

6.7.4. All Payments will be made to the Bidder in Indian Rupee only.

6.7.5. The payments shall be subject to Tax deducted at source (TDS)

## **6.8. Technical Information**

6.8.1. The technical documentation involving detailed instruction for operation and maintenance, users' manual etc., is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.

6.8.2. The bidder should offer only standard models listed by OEMs as on date of submission of bid. Bidder shall submit a certificate in this regard from the OEM confirming that models offered are their standard models. No customized model shall be accepted.

6.8.3. The Models offered should strictly conform to the specifications given in the product literature supplied along with bid and these models should be supported for a minimum period of 03 (Three) years including warranty period. The Models proposed/ marked for withdrawal from the market in next 6 to 8 months and the models under quality testing should not be offered. Department Governance Reforms shall reserve right to ask for proof of concept on working of the newly introduced Models in the market, if offered, on the agreed terms & conditions.

6.8.4. When the configuration/ feature required is not available in a particular model, the next available higher configuration model or equitant shall be offered. The same should be evidenced with OEM certification.

6.8.5. In addition to the above, if any additional/ enhanced configuration is suggested in view of technological changes, it may be furnished as optional feature with/without cost duly explaining the additional utility of the offered model in both the technical offer document as well as Commercial Offer document. However, the basic quote should be confined only to the configuration/ model offered for.

6.8.6. Two or more models can be offered, if they conform to the technical specifications given. However, the Supplier shall offer only one main option for bid evaluation out of the models offered and the same shall be mentioned on the model offered. Supplier may offer alternate options for consideration of the department Governance Reforms if required.

## **6.9. Acceptance**

6.9.1. The Supplier will configure the Items/Services as per Department of Governance Reforms requirement and install as per this tender document.

6.9.2. Supplier shall hand over all the accessories, driver CDs/DVDs, manuals etc. to the Department of Governance Reforms officials.

6.9.3. The acceptance / performance test will be performed after completion of installation and commissioning of all the components of the solution at the sites of installation. Complete hardware and Software as specified in the tender must have been supplied, installed and commissioned properly by the Bidder prior to commencement of the tests. The acceptance test will be conducted by the Department Governance Reforms their consultant or other such person nominated by the Department Governance Reforms at its option.

6.9.4. In the event of hardware and software failing to pass the acceptance test, a period not exceeding two weeks will be given to replace the corresponding component by the Bidder at no extra cost to the Department Governance Reforms or to cancel the order and recall all the payments made by the Department Governance Reforms to the bidder.

- 6.9.5. As a confirmation to the above activities, Supplier shall obtain duly signed acceptance report, from the Department Governance Reforms officials of and submit the same at the time of claiming final payment.
- 6.9.6. Successful conduct and conclusion of the acceptance tests for the installed components shall also be the sole responsibility of and at the cost of the Bidder.
- 6.9.7. The Department Governance Reforms's right to inspect, test and, where necessary, reject the Items/Services after its arrival at destination shall in no way be limited or waived by reason of the Items/Services having previously been inspected, tested or acknowledged by the Department Governance Reforms .
- 6.9.8. **Acceptance Certificate:** On successful completion of acceptability test, receipt of deliverables etc. for the equipment and after the Department Governance Reforms is satisfied with the working on the system, the acceptance certificate signed by the Bidder and the representative of the Department Governance Reforms will be issued. The date on which such certificate is signed shall be deemed to be the date of acceptance of the system and the WARRANTY of the Hardware starts from that date.

## **6.10. Governing language**

- 6.10.1. The Contract shall be written in English. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in English.
- 6.10.2. The technical documentation involving detailed instruction for operation and maintenance, users' manual etc. is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.

## **6.11. Applicable laws**

- 6.11.1. The Contract shall be interpreted in accordance with the laws prevalent in India.
- 6.11.2. Compliance with all applicable laws: The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Department Governance Reforms about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees

or their obligations towards them and all purposes of this Tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Department Governance Reforms and its employees/ officers/ staff /personnel /representatives / agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.

- 6.11.3. Compliance in obtaining approvals/ permissions/ licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Department Governance Reforms and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom and the Department Governance Reforms will give notice of any such claim or demand of liability within reasonable time to the bidder.

## **6.12. Performance Bank Guarantee (PBG)**

- 6.12.1. The Supplier will submit an unconditional Performance Bank Guarantee (PBG) of an amount equivalent to 10% of contract value within Fifteen (15) days of declaring him L1 bidder, as per the format provided by Department Governance Reforms failing to which the EMD would be forfeited and tender would be scrapped. The PBG shall be valid for WARRANTY period + THREE months (invocation period).

## **6.13. Insurance**

- 6.13.1. The Bidder is responsible for acquiring insurance for all components, equipment and software supplied. The Items/Services supplied under the Contract shall be fully insured.
- 6.13.2. The insurance shall be for an amount equal to 110 percent of the value of the Items/Services delivered to the Department Governance Reforms covering "All Risks" (fire, burglary, act of terrorist, natural calamities such as Earth quake, floods etc.) valid for a period not less than 3 months after date of

delivery. If the Supplier fails to obtain insurance cover and any loss or damage occur, Supplier will have to replace the items with new ones without any cost to the Department Governance Reforms.

6.13.3. Where the Supplier is required under the Contract to transport the Items/Services to a specified place of destination within India, transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier

6.13.4. In case of any loss or damage occur, the Bidder shall initiate and pursue claim till settlement, and promptly make arrangements for repair and/or replacement of any damaged item/s irrespective of settlement of claim by the underwriters.

#### **6.14. Inspections and tests**

6.14.1. Inspection and Quality Control tests before evaluation, prior to shipment of Items/Services and at the time of final acceptance are as follows:-

6.14.1.1. Inspection/Pre-shipment Acceptance Testing of Items as per standard quality control formats including functional testing, burn-in tests and mains fluctuation test at full load, facilities etc., as per the standards / specifications may be done at factory site of the Supplier before dispatch of Items. Successful conduct and conclusion of pre-dispatch inspection shall be the sole responsibility of the Supplier;

6.14.1.2. Supplier shall submit all such test certificates along with Items.

6.14.2. In the event of the hardware and software failing to pass the acceptance test, as per the specifications given, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the Department Governance Reforms reserves the right to cancel the Purchase Order.

6.14.3. The inspection and quality control tests may be conducted on the premises of the Supplier, at point of delivery and / or at the Items/Services' final destination. Reasonable facilities and assistance shall be furnished to the inspectors, at no charge to the Department Governance Reforms. If the testing is conducted at the point of delivery or at the final destination, due to failure by the Supplier to provide necessary facility / equipment at his premises, all the cost of such inspection like travel, boarding, lodging & other

incidental Expenses of the Department Governance Reforms 's representatives to be borne by the Supplier.

6.14.4. Nothing stated herein above shall in any way release the Supplier from any warranty or other obligations under this Contract.

6.14.5. The Supplier shall provide complete and legal documentation of Systems, all subsystems, operating systems, compiler, system software and the other software. The Supplier shall also provide licensed software for all software products, whether developed by it or acquired from others. The Supplier shall also indemnify the Department Governance Reforms against any levies/penalties on account of any default in this regard.

6.14.6. On successful completion of acceptability test, receipt of deliverables, etc., and after the Department Governance Reforms is satisfied with the working on the system, the acceptance certificate will be signed by the, Testing Agency and the representative of the Department Governance Reforms .

## **6.15. Warranty**

6.15.1. The Bidder warrants that the Items/Services supplied under the Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

6.15.2. The Bidder further warrants that all the Items/Services supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Department Governance Reforms Specifications) or from any act or omission of the Bidder, that may develop under normal use of the supplied Items/Services in the conditions prevailing at the final destination.

6.15.3. On-site comprehensive warranty: The warranty would be on-site and comprehensive in nature and back to back support from the OEM. The Supplier will warrant all the hardware and software against defects arising out of faulty design, materials and media workmanship etc. for a period of Three (3) years from the date of acceptance of the equipment. Defective hardware shall be replaced by the Supplier at his own cost, including the cost of transport.



- 6.15.4. During the Warranty period, the Bidder will have to undertake system maintenance and replacement or repair of defective parts or systems.
- 6.15.5. The Department Governance Reforms shall promptly notify the Bidder in writing / e-mail / fax of any claims arising under this warranty.
- 6.15.6. Upon receipt of such notice the Bidder shall repair or replace the defective Items/Services or parts thereof, without any cost to the Department Governance Reforms
- 6.15.7. The Bidder must provide the following warranties:
- 6.15.7.1. The equipment proposed is complete in every way.
- 6.15.7.2. The hardware / software specification, capabilities and performance characteristics are as stated in the Bidder's Bid and accompanying documentation.
- 6.15.8. In case equipment, or peripheral are taken away for repairs, the Supplier shall provide a similar standby equipment so that the equipment can be put to use in the absence of the originals/ replacements without disrupting the Department Governance Reforms 's regular work.
- 6.15.9. If during operation, the down time of any piece of equipment or component thereof does not prove to be within two weeks, the Supplier shall replace the unit of component with another of at least the same performance and quality, at no cost to the Department Governance Reforms.
- 6.15.10. Free on-site maintenance services shall be provided by the Supplier during the period of warranty.
- 6.15.11. Further provided that the Department Governance Reforms may, during the currency of the warranty, shift the Items/Services wholly or in part to other location(s) within the Country and in such case the Supplier undertakes to continue to warrant or maintain the Items/Services at the new location without any other additional cost to the Department Governance Reforms.
- 6.15.12. For hardware, Software, Peripherals, , the vendor will be responsible for comprehensive maintenance free of charge during the warranty period of minimum three years or more after the acceptance of installation & testing of these products/ services.

6.15.13. In case of default, purchaser will have the right to arrange such task of maintenance/ loading/ configuring at the risk and cost of the vendor, from any other source and shall raise bills to the vendor. The vendor shall clear such bills within 7 days.

6.15.14. The comprehensive maintenance will include everything including hard disk, motherboard and other components except the consumables.

6.15.15. All these terms and conditions will be applicable to the vendor during Warranty period.

6.15.16. In case of default, the client will have the right to arrange maintenance at the risk and cost of the vendor, from any other source and shall adjust the charges from the payment due to the vendor. Client's decision shall be final in this regard and will be binding on the vendor.

#### **6.16. Post Warranty Maintenance:**

6.16.1. The selected Supplier will enter into AMC (Annual Maintenance Contract) with the Department Governance Reforms if so desired by the Department Governance Reforms for post warranty maintenance. However the Department Governance Reforms will have the right to go with any other Supplier for AMC, if so desired by the Department Governance Reforms.

#### **6.17. Patent Rights**

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Items/Services or any part thereof in India, the Supplier shall act expeditiously to extinguish such claim. If the Supplier fails to comply and the Department of Governance Reforms is required to pay compensation to a third party resulting from such infringement, the Supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Department of Governance Reforms will give notice to the Supplier of such claim, if it is made, without delay.

#### **6.18. Force majeure**

6.18.1. If the performance as specified in this order is prevented, restricted, delayed or interfered by reason of Fire, explosion, cyclone, floods, War, revolution, acts of public enemies, blockage or embargo, Any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrict trade

practices or regulations, Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein, or Any other circumstances beyond the control of the party affected, then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected uses its best efforts to remove such cause of non-performance and when removed the party shall continue performance with utmost dispatch.

6.18.2. If a Force Majeure situation arises, the Bidder shall promptly notify the Department Governance Reforms in writing of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by the Department Governance Reforms in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event

#### **6.19. Repeats Order**

The Department of Governance Reforms reserves the right to place repeat order for any additional requirement of equipment at the offered price within the validity period of bid.

#### **6.20. Forfeiture of performance Bank Guarantee (PBG)**

The Department of Governance Reforms shall be at liberty to set off/adjust the proceeds of the performance Bank Guarantee (PBG) towards the loss, if any, sustained due to the supplier's failure to complete its obligations under the contract. This is without prejudice to the Department of Governance Reforms 's right to proceed against the Supplier in the event of the PBG being not enough to fully cover the loss/damage.

#### **6.21. Penalty for Delivery Discrepancy**

If the Supplier fails to deliver the items within stipulated period, Department of Governance Reforms will impose a penalty of 1% of the order value for the late delivered item for each weeks delay or part thereof, subject to maximum of 30% of value of the order value of late delivered item. In case the delay exceeds four weeks, Department of Governance Reforms reserves the right to cancel the order and in such a case, the Supplier will have to repay Department of Governance Reforms the advance paid, if any, with 12% p.a. interest, unconditionally. In such an event Supplier will not be entitled to or recover from Department of Governance Reforms any amount by ways of damages, loss or otherwise. If orders are cancelled due to non-delivery, the Supplier will be debarred by the Department of Governance Reforms for participating in any future tenders floated by the Department of Governance Reforms .

#### **6.22. Termination**

The Department of Governance Reforms may at any time terminate the contract by giving written notice to the Bidder if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Department of Governance Reforms. The Department of Governance Reforms reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

- 6.22.1. Failure of the successful bidder to accept the contract and furnish the Performance Guarantee within specific days of receipt of purchase contract as stated in the Purchase order;
- 6.22.2. Delay in offering equipment for pre-delivery Inspection;
- 6.22.3. Delay in delivery beyond the specified period;
- 6.22.4. Delay in completing installation / implementation and acceptance tests / checks beyond the specified periods;
- 6.22.5. Serious discrepancy in Items/Services noticed during the pre-dispatch factory inspection; and

In addition to the cancellation of purchase contract, the Department of Governance Reforms reserves the right to appropriate the damages through encashment of Performance Guarantee given by the Bidder.

### **6.23. Resolution of Disputes**

- 6.23.1. It will be the Department Governance Reform's endeavour to resolve amicably any disputes or differences that may arise between the Department Governance Reforms and the Bidder from misconstruing the meaning and operation of the Tender and the breach that may result. In case of Dispute or difference arising between the Department Governance Reforms and a Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between the Department Governance Reforms and the Supplier OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.
- 6.23.2. The Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Department Governance Reforms or unless the matter is such that the work cannot

possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.

6.23.3. Arbitration proceedings shall be held at Chandigarh, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English; notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Chandigarh, India only.

6.23.4. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

\*\*\*\*\*

**Annexure I**

**7.0 Bid Forwarding Letter**

**[To be submitted on the letter head of the bidder along with Technical Bid]**

Ref. No:

Date:

To,

The

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tel. (0172) – \_\_\_\_\_

**Sub: Tender No.....Dated.....For supply of Items/Services**

Dear Sir,

1. This is in reference to your above mentioned tender for the procurement of Items/Services. Having examined the tender document, the receipt of which is hereby duly acknowledged, we the undersigned, hereby submit our Bid along with necessary supporting documents.
2. We, the undersigned, offer to supply and deliver equipment and services including installation and commissioning in conformity with the tender.
3. We undertake to deliver the Items/Services in accordance with the delivery schedule specified in the Tender, if our bid is accepted.
4. If our bid is accepted, we will provide Bank guarantee in your favour for a sum equivalent to 10% of the contract price for the due performance of the contract in the format prescribed by the purchaser.
5. We agree to abide by this bid for the period of 180 days from the date of opening of tender document and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Until a formal contract is prepared and executed, this bid, together with Department of Governance Reforms 's written acceptance thereof and the Department of Governance Reforms's notification of award shall constitute a binding Contract between us.

7. We also undertake that in respect of licensed operating system if asked for by you in the purchase order, the same shall be supplied along with the authorized license certificate [e.g., product keys on certification of authenticity in case of Microsoft Windows operating system) and also that it shall be sourced from the authorized source (e.g., authorized Microsoft channel in case of Microsoft operating system).In case of default or we are unable to comply with above at the time of delivery or during installation for the IT hardware / software already billed, we agree to take back the hardware without demur, if already supplied and returns the money if any paid to us by you in this regard.
8. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
9. We undertake that this is our sole participation in this bid and we are not participating/ co-participating through any of other related party or channel.
10. We agree that the Department of Governance Reforms will have Single Point of Contact with us, at the address stated below for the entire Items/Services to be delivered by us in case our bid is accepted.  
  
Address of Bidder for Single Point of Contact .....  
.....  
.....
11. We understand that the Department of Governance Reforms is not bound to accept the lowest of any bid the Department of Governance Reforms may receive.
12. Further, we agree to abide by all the terms and conditions as mentioned in the tender document. We have also noted that Department of Governance Reforms reserves the right to consider/reject any or all applications without assigning any reason thereof.

Place: .....

Name of the Authorized Person

Date: .....

Signature with Seal

(Signature in the Capacity of)  
Duly authorized to sign bid for and on behalf of  
(Name & Address of Bidder)

\* \* \* \* \*

## Annexure IIA

**8.0 Technical Bid:****8.1. Eligibility Criteria**

- i. All fields to be filled completely and proof of the same to be attached, wherever required.
- ii. *Bidders are required to provide details in the format given below however, separate sheet for each reference may be attached, wherever required:-*

**A. Technical Information:-**

i.	Tender Document Fee	Yes/No
ii.	EMD of Requisite Amount Submitted	Yes/No
iii.	<b>Bidders Detail:-</b>	
iv.	Name of the Bidder	
	Address of the Bidder	
	Telephone	
	Fax	
	e-mail	
	Website	
v.	Details of the Person authorised to make commitments to Department of Governance Reforms :-	
	Name	
	Designation	
	Mobile number	
	Telephone number	
	Fax number	
	e-mail id	
	[Pl attach copy of Special Power of Attorney provided to above authorized person to sign this Bid]	
vi.	<b>Business Classification:-</b> <b>[Write “YES” in the appropriate box and “NO” in rest of the boxes. Attach Manufacturer’s Authorization Form (MAF) form as per format given in Annexure III]</b>	



	Original Equipment Manufacturer [OEM]									
	Authorized Dealer of OEM									
	Others, please specify									
	If, Authorized Dealer of OEM or Others, specify the Name and address of OEM									
<b>vii.</b>	<b>Business Entity Detail [Write type of entity. <i>Registration certificate to be enclosed</i>]:-</b>									
	Company/ Partnership Firm/ Proprietorship									
	Registration No., and date of registration									
	Tax Identification Number [TIN]/ Central Sales Tax [CST] CST / Value Added tax VAT Number (copy to be enclosed)									
	Permanent Account Number [PAN] (copy to be enclosed)									
<b>viii.</b>	<b>Turnover &amp; Profit Detail</b> <b>[Figures given should be evidenced with the Certificate duly certified by a practicing Fellow Member of Institute of Chartered Accountants of India (FCA). Copy of Audited Balance Sheet/P&amp;L Account should also be submitted.]</b>									
	<b>Financial Year</b>	<b>Turnover [in Crores]</b>								
	FY 2012-13	<b>Profit Before Tax [in lacs Rupees]</b>								
	FY 2011-12									
	FY 2010-11									
<b>ix.</b>	No of years in core IT hardware business									
<b>x.</b>	ISO 9001:2008 Certificate number & Validity of the Manufacturer									
<b>xi.</b>	Registered with DGS&D (Director General of Supplies & Disposals, Govt. of India) in any of the last five (5) years.  (A copy of DGS&D Registration)									
<b>xii.</b>	Bidder should have successfully delivered and installed at least Two Hundred and Fifty (250) Desktops in single order or Two order with minimum quantity of One hundred & fifty (150) Desktops during last three (3) years in each order.	<table border="1"> <tr> <td>Name of the client</td><td></td></tr> <tr> <td>Number of Desktops</td><td></td></tr> <tr> <td>Name &amp; address of contact person with whom reference can be asked by Department of Governance Reforms</td><td></td></tr> <tr> <td>Attach the copy of work order/Purchase order/LOI</td><td></td></tr> </table>	Name of the client		Number of Desktops		Name & address of contact person with whom reference can be asked by Department of Governance Reforms		Attach the copy of work order/Purchase order/LOI	
Name of the client										
Number of Desktops										
Name & address of contact person with whom reference can be asked by Department of Governance Reforms										
Attach the copy of work order/Purchase order/LOI										

		clearly supporting number of Desktops delivered & installed.	
<b>xiii.</b>	Should have direct support centres at Chandigarh. In case of support through service partners, details of the service partners to be attached.	The Bidder Should submit any of the below documentary proof :- a) Valid Rent Agreement b) Copy of latest Utility Bill c) Service Tax/ TAN/ TIN registration	
<b>xiv.</b>	The Hardware products should have Certification on supplied OS (Copy of Certification from OEM)		
<b>xv.</b>	The Bidder (including Principal/OEM Company) should not have been blacklisted by any Centre/ State Govt. agency for any reason.  (Self-Declaration)		
<b>xvi.</b>	Should have only single participation in the bid. (Self-Declaration)		
<b>xvii.</b>	No consortium is allowed (Self-Declaration)		
<b>xviii.</b>	Performa of Indemnity	Annexure IV	
<b>xix.</b>	Undertaking of Authenticity of Items/Services	Annexure V	
<b>xx.</b>	Bid Forwarding Letter	Annexure I	

Place: .....  
Authorized Person

Name of the

Date: .....  
with Seal

Signature

(Signature in the Capacity of)  
Duly authorized to sign bid for and on behalf of  
(Name & Address of Bidder)

\* \* \* \* \*

## Annexure IIB

## Detailed Technical Specification

S	Item Description	Quantity	Location
1.	<b>Desktop Computer</b>  Minimum configuration as mentioned below or higher <ul style="list-style-type: none"> <li>• Processor: Intel Core i5 Processor or higher</li> <li>• Speed: 3.10 GHz or Higher,</li> <li>• Cache: 6 MB Cache,</li> <li>• Chipset: Intel Chipset or higher,</li> <li>• Mother Board: OEM embedded motherboard,</li> <li>• Memory: 4 GB DDR-III RAM (1066 MHz) expandable upto 8GB</li> <li>• HDD: 500 GB SATA (7200 RPM),</li> <li>• Keyboard: USB 104 keys Standard keyboard,</li> <li>• Expansion Port: Minimum 1 PCI &amp; 1 PCI Express x16 (Total 3 slots either of the combination).</li> <li>• Video Graphics: Integrated Graphics with Free slot for additional Graphics card,</li> <li>• Port: 6 USB Ports atleast 2 USB Ports at front side,</li> <li>• Power Supply: Suitable power supply to meet the requirement of additional devices,</li> <li>• Sound Card: Integrated,</li> <li>• OS Supported: Window 7 Professional , Windows 8</li> <li>• Pre-Loaded – Genuine Windows 7 Professional along with License Key</li> <li>• Mouse: Optical mouse ,</li> <li>• Monitor: 22" TFT (Wide Screen) or higher TCO 03 Certification ,</li> <li>• Optical Drive: 16X Internal DUAL LAYER DVD Writer,</li> <li>• Ethernet Card: 10/100/1000MBPS,</li> <li>• Wireless – N LAN card</li> <li>• Preloaded Windows 7 64 bit Licensed Certification :ISO 9001/9002, Energy star 5.0 Compliant, FCC, UL,CE, Green Peace rating 4.0 or above</li> <li>• Warranty: 3 years onsite warranty</li> </ul>	241	Chandigarh
2.	<b>Open Office</b>  Latest Version and should be compatible with the Operating System of machine as mentioned above	241	Chandigarh
3.	<b>High end Laser Printer</b>  Speed Minimum 18PPM (A3) and 30PPM (A4)	100	Chandigarh

S	Item Description	Quantity	Location
	Processor 400 MHZ or higher Resolution Min. 1200 X 1200 dpi Duty Cycle Min. 50,000 page/month Memory 128MB or higher Interface USB 2.0 (High Speed) with USB cable, Parallel Network Yes (10/100Mbps) Paper Support A3, Legal, A4 Drivers Yes (MS-Windows XP/Vista/Windows 7)		
4.	<b>Laser Printer</b> Resolution (in dpi): Mono 600x600,Paper Size: A4,Print Speed in PPM (A4 Size): 14, Port: 1 USB Warranty: 3 years warranty	70	Chandigarh
5.	<b>Scanner</b> <ul style="list-style-type: none"> <li>Scanner type: Flatbed ADF</li> <li>Light Source: LED ( light emitting diode)</li> <li>ADF scan speed: min 50 PPM / 100 IPM</li> <li>ADF capacity: 100 sheets</li> <li>Duty cycle: 3000 pages per day</li> <li>Scan Size: A4. Legal</li> <li>Scan resolution: Min 600 dpi</li> <li>Output resolution dpi settings 300, 600</li> <li>Color bit depth: 48-bit Internal &amp; 24-bit External</li> <li>Grayscale levels: 256</li> <li>Double-feed detection: Yes</li> <li>File formats: BMP, JPG, TIFF, TIFF (compressed), multi-page TIFF, PNG, PDF, RTF, TXT, UNICODE, HTM, DOC</li> <li>Connectivity: Hi-Speed USB 2.0</li> <li>Software: ISIS and Twain drivers</li> </ul> Compatible operating systems: Windows XP, Windows Vista, Windows 7, MAC OS 9.0, MAC OS X, Linux Kernel 2.4 or later Warranty: 3 years warranty	106	Chandigarh
6.	<b>Anti Virus Latest version Symantec</b>	241	Chandigarh

## Annexure III

### 8.2. Manufacturers Authorisation Form

*(This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the bidder in its bid)*

Ref. No:

Date:

To,

The .....,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sub: Supply of IT Equipment

Dear Sir,

We,.....who are established and reputable manufacturers of  
..... do hereby authorize M/s .....  
..... [Name and address of Supplier] to supply the  
Items/Services manufactured by us on our behalf. We undertake that we shall extend our full  
guarantee and warranty as per any contract signed by M/s .....  
..... [Name and address of Supplier] for all our  
manufactured Items/Services and services offered for supply by the above firm on our  
behalf.

The above Authorization is Valid till.....[date]

Yours faithfully,

Name & Seal of the manufacturer

Verification Point of Contact of the Manufacturer

Place: .....

Name of the Authorized Person

Date: .....

Signature with Seal

(Signature in the Capacity of)  
Duly authorized to sign bid for and on behalf of  
(Name & Address of Bidder)

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**Annexure IV**

**8.3. Performa of Indemnity**

This is to certify that M/s .....who have supplied Items/Services to Department of Governance Reforms vide Tender No.....dated .....have all required rights for the supply of the Items/Services supplied.

Further, M/s.....is willing to indemnify Department of Governance Reforms against any claims due to violation of any patents and copyrights for the Items/Services sold under licensing agreement from us.

Place: .....

Name of the Authorized Person

Date: .....

Signature with Seal

(Signature in the Capacity of)  
Duly authorized to sign bid for and on behalf of  
(Name & Address of Bidder)

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**Annexure V**

**9.0 Undertaking of Authenticity of Items/Services**

**(To be signed by authorized person of the supplier organization. In case of Company, Special Power of Attorney is required to be attached with this annexure)**

With reference to the equipment being quoted to you vide our bid No.:.....dated....., we..... hereby undertake that all the components / parts / assembly / software/ accessories used in the equipment under the above shall be original new components / parts / assembly / software only and that no refurbished/ duplicate / second hand components / parts / assembly / software are being used or shall be used.

We also undertake that in respect of licensed operating system if asked for by you in the purchase order, the same shall be supplied along with the authorized license certificate and also that it shall be sourced from the authorized.

Place: .....

Name of the Authorized Person

Date: .....

Signature with Seal

(Signature in the Capacity of)  
Duly authorized to sign bid for and on behalf of  
(Name & Address of Bidder)

## Annexure –VI

## 10.0 Commercial Bid

Sr. no.	Line Item Description	UO M	Qty. Required	Basic Rate Per Unit (INR)	Applicable Taxes & Duties Per unit (INR)	Gross Rate Per Unit (INR) in figure	Total Cost In figures (INR)
			A	B	C	D=B+C	E = ( A x D )
1	Desktops	No	241				
2	MS Office	No	241				
3	High end Laser Printer	No	100				
4	Laser Printer	No	70				
5	Scanner	No	106				
6	Client Licence for Symantec end point 11.2	No	241				
Total Bid Value (Amount in figure (INR) sum of column 'E')							
Total Amount in words:							

\* The bids shall be evaluated on the basis of Total Bid Value

The above amount is inclusive of on-site Three (3) Years warranty.

Place: .....

Name of the Authorized Person

Date: .....

Signature with Seal

(Signature in the Capacity of)  
Duly authorized to sign bid for and on behalf of  
(Name & Address of Bidder)