

# Request for Proposal [RFP] For Empanelment of Suppliers For Various Categories of IT Hardware & Peripherals On Rate Contract Basis

Reference number: RC/Punjab/DGR/PSeGS/2014/01

Punjab State e-Governance Society (PSeGS) In O/o Department of Governance Reforms, Government of Punjab SCO 193-195, Sector 34-A, Chandigarh-160022

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1.0	<b>DOCUMENT CONTROL SHEE</b>	ET			
S.No.	Particular	Details			
1.	Document Reference Number	RC/Punjab/DGR/PSeGS/2014/01			
2.	Start date & time of issue of RFP	27.01.2014			
3.	Last date & time of issue of RFP	11.02.2014 upto 2.30 PM			
4.	Last Date & Time for submission of written Pre-Bid queries	30.01.2014 on 11.00 AM			
5.	Date & Time of Pre-Bid Meeting	30.01.2014 on 11.00 AM			
6.	Last date and time for receipt of proposals	11.02.2014 upto 3.00 PM			
7.	Date and time of opening of Technical Proposals	To be intimated later			
8.	Date of Opening of Commercial bids	To be intimated later			
9.	Address for pre-bid meeting & Opening of Proposals	<ul> <li>Punjab State e-Governance Society</li> <li>O/o Department of Governance Reforms, SCO</li> <li>193-195, Sector-34A, Chandigarh-160022</li> </ul>			
10.	RFP document	RFP document can be downloaded from the website ( <u>www.dgrpunjab.gov.in</u> )			
11.	Cost of RFP document & Mode of Payment	f Rs. 5,000/- (Rs. Five Thousand Only) by Demand Draft			
12.	Earnest Money Deposit (EMD)	EMD to be submitted category wise as below:-			
		Category Item EMD (INR in lacs)			
		1. Desktop Computers & 3.00 Laptop			
		2. Printers & Scanners 2.00			
		3. UPS System 1.00			
13.	All requisite demand drafts/PBG/EMD payable at Chandigarh in favour of	Punjab State e-Governance Society			
14.	Office Address	Punjab State e-Governance Society			
	(For RFP issuance, proposal submission and other relevant purposes)	O/o Department of Governance Reforms, SCO 193-195, Sector-34A, Chandigarh-160022			
15.	Single Point of Contact from the Society regarding RFP	Mr Kalwarn Singh (AM-EG) Mobile : +91 93572 42220			
16.	Website for RFP Reference	rcitpunjab@punjab.gov.in www.dgrpunjab.gov.in			

# 2.0 Invitation for Proposal (IFP)

#### 2.1. Background

Punjab State e-Governance Society (PSEGS), under the aegis of Department of Governance Reforms (DGR), 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. It facilitates establishment of service center through the district level Sukhmani Societies or through other methods as an innovative way of providing public facilitation and citizen services where citizens can get various desired information and services. PseGS assist the Department of Governance Reforms in formulating and implementing 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. To promote and disseminate Information Technology culture in the State so that the common man could avail the benefit of information technology and e- governance.

#### 2.2. Invitation For Proposal (IFP)

- 2.2.1. Through this Request for Proposal (RFP), PSeGS invite proposals from interested bidders (Original Equipment Manufacturers (OEMs) or their authorized business partners) for empanelment of Suppliers for various IT Hardware & Peripherals described herein to be supplied to various Departments on rate contract basis on competitive rates anywhere in Punjab.
- 2.2.2. PSeGS shall enter into a "Rate Contract" for one year with one or more successful bidders to procure the IT Hardware & Peripherals in a rapid manner.
- 2.2.3. The selected bidder shall supply, test, install and commission the requisite IT Hardware & Peripherals 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 RFP document has been purchased, shall submit the Proposal.
- 2.2.5. Society may, at its own discretion, extend the date for submission of proposals. In such a case all rights and obligations of the PSeGS and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.2.6. All Bankers Cheque or Demand Draft should be in Indian Rupees and from any of the Scheduled Bank in favour of "Punjab State E-Governance Society", payable at Chandigarh.

# 3.0 Instructions to Bidders (ITB)

#### 3.1. Definitions

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

- 3.1.1. "Society" means Punjab State e-Governance Society
- 3.1.2. "Department" means all Punjab Government departments, Public Sector Undertakings, Boards, Corporations, Commissions, Societies, Vidhan

Sabha Secretariat, O/o Deputy Commissioners and Field offices, Autonomous bodies & special purpose vehicles setup by the departments.

- 3.1.3. "Bidder" means firm/ company/ business entity who submits proposal in response to this Request for Proposal.
- 3.1.4. "Committee" means committee constituted for evaluation of Proposals.
- 3.1.5. "Supply" means Supply, Delivery, Installation, Commissioning, FAT & operationalization of IT Hardware & Peripherals as per the requirement of Purchase Order issued by the Department.
- 3.1.6. "Supplier" means the firm/ company/ business entity, selected through competitive tendering process in pursuance of this RFP, for Supply of IT Hardware & Peripherals under the contract.
- 3.1.7. "Contract" means the Contract entered into by the parties with the PSeGS for supply of IT Hardware & Peripherals with the entire documentation specified in the RFP.
- 3.1.8. "State" means state of Punjab
- 3.1.9. "GCC" mean General Contract Conditions.
- 3.1.10. "Proposals or Bid" means proposal or Bid submitted by bidders in response to this RFP issued by the Society for selection of supplier.
- 3.1.11. "INR" means currency in Indian Rupees
- 3.1.12. "RFP" means Request For Proposal floated by PSeGS for Empanelment of Supplier 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.
- 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 Society on the basis of this RFP.
- 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 Society. Any notification of preferred bidder status by the Society shall not give rise to any enforceable rights by the Bidder. The Society may cancel this RFP at any time prior to a formal written contract being executed by or on behalf of the Society.
- 3.2.4. This RFP supersedes and replaces any previous public documentation & communications regarding the same scope of work as mentioned in this RFP, and Bidders should place no reliance on such communications.

3.2.5. This RFP does not constitute an offer by Society. The bidder's participation in this process may result in Society selecting the bidder to engage towards execution of the contract.

#### 3.3. Validity of Proposals

- 3.3.1. Proposals shall remain valid till 180 (one hundred and eighty) days from the date of opening of Commercial Proposal. The Society reserves right to reject a proposal valid for a shorter period as non-responsive.
- 3.3.2. In exception circumstances, the Society 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 Proposal.

#### 3.4. Right to Terminate the Process

3.4.1. The Society reserves the right to annul the RFP process, or to accept or reject any or all the Proposals 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. RFP Document Fees

3.5.1. The bidder may download the RFP document from the website as mentioned in document control sheet. The demand draft of RFP document fees should be submitted along with Proposal. Proposals received without or with inadequate RFP Document fees shall be rejected.

#### 3.6. Pre Bid Meeting & Clarifications

- 3.6.1. Society shall convene a pre-bid meeting as prescribed in document control sheet to address any RFP related queries.
- 3.6.2. The Bidders will have to ensure that their written queries for Pre-Bid meeting should reach to the office address of Society 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.

Sr.	Sr. RFP Document Reference Content of RFP requiring Point			
No.	(Page Number & Clause No)	clarification	Clarification	
1				
2				

#### 3.6.4. The queries should necessarily be submitted in the following format:

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

#### 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 incorporating the amendments so communicated through the website. Society shall not be responsible for any oversight or negligence on part of the bidders on the amendments to the terms and conditions of the RFP document and notified through the website.
- 3.7.2. Society will endeavour 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, Society may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP document by a corrigendum/addendum/clarifications.
- 3.7.4. The Corrigendum (if any), clarifications to the queries & any other related communication regarding this RFP shall be posted only on the website 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 RFP.
- 3.7.6. In order to provide prospective Bidders reasonable time for taking the corrigendum(s), addendum(s) or clarification(s) into account, Society may, at its discretion, extend the last date for the receipt of Proposals.

#### 3.8. Clarifications and amendments of RFP

- 3.8.1. During process of evaluation of the Proposals, Society may, at its discretion, ask Bidders for clarifications on their proposal. The Bidders are required to respond within the prescribed time frame.
- 3.8.2. Society may for any reason, modify the RFP from time to time. The amendment(s) to the RFP would be clearly spelt out posted on the website only as provided in the document control sheet and the bidders may be asked to amend their proposal 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 shall be in the form of Demand Draft.
- 3.9.3. For each category, <u>separate EMD</u> shall be submitted by Bidder Document control Sheet. However, if a bidder is submitting its bid for multiple category, a consolidated EMD can be submitted.
- 3.9.4. **Refund of EMD:** EMD of the successful bidder will be released after the successful bidder signs the final agreement and furnishes the Performance Bank Guarantee (PBG).

- 3.9.5. EMD of all unsuccessful bidders would be refunded by Society within 3 months of the bidder being notified as being unsuccessful.
- 3.9.6. The EMD submitted shall be interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- 3.9.7. The EMD lying with the Society 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 RFP. The EMD may however, be taken into consideration in case RFP 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 Proposal during the validity period specified in RFP.
  - 3.9.8.2. Bidder does not respond to requests for clarification of its Proposal.
  - 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 Proposal

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

- 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 RFP. Failure to furnish all the necessary information as required by the RFP or submission of a proposal not substantially responsive to all the requirements of the RFP shall be at Bidder's own risk and may be liable for rejection.
- 3.10.2. The Proposal 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 in 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 Proposal.
- 3.10.3. The Proposal shall be typed or written in indelible ink and shall be signed by the Bidder or duly authorized person(s) to bind the Bidder to the contract.
- 3.10.4. In addition to the identification, all the envelopes containing the Proposals shall mention the name and address of the Bidder to enable the proposal to be returned in the case it is declared late pursuant, and for matching purposes.
- 3.10.5. No bidder shall be allowed to modify, substitute, or withdraw the Proposal after its submission.
- 3.10.6. The bidder shall be responsible for all costs incurred in connection with participation in the RFP 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 Society to facilitate the evaluation process, and in negotiating a definitive supplier all such activities related to the bid process. Society will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

- 3.10.7. Every page of the documents submitted by the bidder must be duly signed by the authorized signatory of the bidder along with the Organization seal.
- 3.10.8. 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.
- 3.10.9. Failure to comply with the below requirements shall lead to the Bid rejection:-
  - 3.10.9.1. Comply with all requirements as set out within this RFP.
  - 3.10.9.2. Submit the forms and other particulars as specified in this RFP and respond to each element in the order as set out in this RFP.
  - 3.10.9.3. Include all supporting documentations specified in this RFP, Corrigendum or any addendum issued.

#### 3.11. Submission of Proposal

- 3.11.1. Bidders shall submit their Proposals at the office address 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 proposal for any or all the categories of IT Hardware & Peripherals mentioned in commercial Bid.
- 3.11.3. It is necessary to bid for each item of the particular category for which the bidder is submitting its proposal. If bidders is applying for a particular category but has not submitted the total unit price of all the items under such category, the bid(s) shall be stand rejected.
- 3.11.4. Bidder shall submit all the formats of the RFP document. Even if any form is not applicable to any particular bidders, still it should be submitted marking as *"Not Applicable".*
- 3.11.5. Proposals shall be submitted in one envelope containing following three envelopes:

Sealed Envelope No. 1 : Eligibility	The envelope containing "Eligibility Criteria" shall be sealed and super scribed — " <name bidder="" of="">- "Eligibility Criteria for Empanelment Of Suppliers For Various Categories Of IT Hardware &amp; Peripherals" along with RFP reference number and Category Name(s) for which the bid has been submitted.</name>
Criteria	<ul> <li>a) Two Hardcopies of Eligibility Criteria should be submitted clearly marking the "Original Copy" and "Duplicate Copy".</li> <li>b) Apart from these hard copies, bidder would also submit one softcopy of all documents on one non-rewritable CD.</li> <li>c) This envelope <i>should not</i> contain any Technical/ financial bid (in full or part), in either explicit or implicit form, in which case the bid</li> </ul>

	<ul> <li>will be rejected.</li> <li>d) Following list of documents shall be submitted as part of Eligibility Criteria:</li> <li>i. Form-1: Covering Letter on bidder's letterhead</li> </ul>
Sealed Envelope No. 2 : <b>Technical</b> <b>Proposal</b>	<ul> <li>ii. Form-2: Eligibility Criteria Form</li> <li>a) The envelope containing <i>Technical Proposal</i> shall be sealed and superscripted <i>"<name bidder="" of="">-Technical Proposal for Empanelment of Suppliers for Various Categories of IT Hardware &amp; Peripherals"</name></i> along with RFP reference number <i>Category Name(s) for which the bid has been submitted</i>.</li> <li>b) Two Hardcopies of Technical Proposal should be submitted clearly marking the "Original Copy" and "Duplicate Copy".</li> <li>c) Apart from these hard copies, bidder would also submit one softcopy of all documents on one non-rewritable CD.</li> <li>d) This envelope <i>should not</i> contain any financial bid (in full or part), in either explicit or implicit form, in which case the bid will be rejected.</li> <li>e) Following list of documents shall be submitted as part of Technical Proposal:</li> <li>i. Form-3: Specification cum Technical Bid Form</li> </ul>
	•
Sealed Envelope No. 3: Commercial Proposal	<ul> <li>a) The envelope containing commercial proposal shall be sealed and superscripted "<name bidder="" of=""> - Commercial Proposal for Empanelment of Suppliers for Various Categories of IT Hardware &amp; Peripherals" along with RFP reference number Category Name(s) for which the bid has been submitted.</name></li> <li>b) Two Hardcopies of Commercial Proposal should be submitted clearly marking the "Original Copy" and "Duplicate Copy".</li> <li>c) Apart from these hard copies, bidder would also submit one softcopy of all documents on one non-rewritable CD.</li> <li>d) Following prerequisites shall be ensured as part of Commercial proposal:</li> </ul>
	i. Form-4 : Commercial Proposal Form
Sealed Envelope No. 4	a) All the above 3 envelopes should be put in envelope no. 4 which shall be properly sealed and superscripted " <name bidder="" of=""> Proposal for Empanelment Of Suppliers For Various Categories Of IT Hardware &amp; Peripherals" along with RFP reference number.</name>
Note:	<ul> <li>a) 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 as "Late Bids" or for any other reason that leads to return of bid.</li> <li>b) Failure to mention the address on the outside of the envelope could cause a proposal to be misdirected or to be received at the required destination, after the deadline.</li> <li>c) Society will not accept delivery of proposal by fax or by email.</li> <li>d) In case any discrepancy is found in the information provided on hardcopy &amp; softcopy, the Society may also, after assessing the criticality of such misinformation, take decision to disqualify the bidder.</li> <li>e) All envelopes should be packed and sealed with utmost care so that no documents inside the envelopes.</li> </ul>

#### 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 returned unopened.

- 3.12.2. The bids submitted by fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- 3.12.3. Society shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.

#### 3.13. Disqualifications

Society may at its sole discretion and at any time during the evaluation of Proposal, 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 Proposal (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 proposal with price adjustment/variation provision.
- 3.13.8. Not submitted in as specified in the RFP document
- 3.13.9. Not submitted the Letter of Authorization (Power of Attorney) &
- 3.13.10. Suppressed any details related to bid
- 3.13.11. Submitted incomplete information, subjective, conditional offers and partial offers submitted
- 3.13.12. Not submitted documents as requested in the checklist
- 3.13.13. Submitted bid with lesser validity period
- 3.13.14. Any non-adherence/non-compliance to applicable RFP content

#### 3.14. Deviations

The bidder may provide deviations to the contents of the Tender Document; however "Committee" reserve the right to accept or reject deviations submitted in part or full."

#### 3.15. Consortium & Outsourcing

3.15.1. 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 Society/Department.

#### 3.16. Bid Opening

- 3.16.1. The Proposals 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 be present at the time of opening.
- 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 identify their bonafide for attending the bid opening.

#### 3.17. Bid Evaluation

- 3.17.1. Society will constitute a COMMITTEE to evaluate the Proposals submitted by Bidders. A three-stage process, as explained hereinafter, will be adopted for evaluation of Proposals. 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' references.

#### 3.18. Eeligibility Criteria

The Eligibility criteria Evaluation of the bidders will be carried out by the Committee as per the Eligibility criteria defined in the RFP. Only the bidders who qualify all the given Eligibility Criteria shall be eligible for Technical Evaluation. Non-conforming Proposals will be rejected and will not be eligible for any further processing. Eligibility criteria is explained as below:-

#### 3.18.1. Eligibility Criteria in case Bidder is an OEM:-

Sr. No.	Particulars	Eligibility Criteria	Supporting documents
1.	RFP fee & EMD	RFP Fess & EMD	Demand drafts as per Document Control sheet

2.	Legal Entity	Indian C Limited L	hould be a re- companies Act, iability Partners ed with the Sales	stered under 2008	<ul><li>a. Certificate of Incorporation</li><li>b. Registration Certificate</li></ul>		
3.	OEM & Relevant Business Continuity	The Bidder should be an established OEM (Original Equipment Manufacturer) in IT Hardware & Peripherals, in India or Abroad and should have been in this business for a period exceeding five years as on 31.03.2013.				Work Orders along with the completion Certificate/satisfactory client Certificate confirming year and Area of activity.	
4.	Turnover	Bidder Should have Total Average Annual Sales Turnover of INR 1000 Crore from the sale of IT Hardware & Peripherals along with below-mentioned Category wise Average Annual Sales Turnover, in the last three (3) financial years as of 31st March 2013:-				Extracts from the audited balance sheet and profit & loss along with authentic certificate from the practising fellow member of Institute of Chartered	
		S.No	Category	Turnover (INR in Crore)		Accountant of India (FCA).	
			Desktop Computers & Laptop	100.00			
			Printers & Scanners	50.00			
		3.	UPS System	25.00			
5.	Net Worth		financial year's	•		Certificate from practicing Fellow Member of Institute of Chartered Accountants of India for Net worth	
6.	Certifications	b. The Hard	er should be IS0 dware products OS ( For laptops	ertification on	Self-certified copy of certification which is valid on date of bid submission.		
7.	DGS&D Registration	(Director Gen	rand must ha leral of Supplies in any of the las		Copy of DGS&D Rate Contract		
8.	Service & Support Mechanism	mechanism ir through their channel partn	should certify State of Punja support office hers/dealers. Th d service centre	Undertaking from the authorised signatory of the OEM			
9.	Sole Participation	The OEM and the Authorised channel Partner of the same OEM are not allowed to participate as different bidders for the same brand.				Self-Certified letter	
10.	Disclosers	The Bidd :-	er to submit the	nat the Bidder	Self-Certified letter		
		for corrup	been ever unde ot or fraudulent d by any State ( on.	should not be			
		b. Has not b	been ever insolv	ent, in receivers	ship, bankrupt		

11.	Office in Punjab / Chandigarh	<ul> <li>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</li> <li>c. And 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.</li> <li>d. The price being offered that 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.</li> <li>e. Comply with the code of integrity as specified in the bidding document.</li> <li>Bidder must have at-least one office in Chandigarh / Punjab along with Valid Sales Tax Registration in Chandigarh/ Punjab since last at-least one year as on last date of bid submission.</li> <li>The Bidder must provide the certificate that:- <ul> <li>i. The items Quoted shall not be out of sales for one year from the date of Signing of Contract and</li> </ul> </li> </ul>	Copy of VAT/CST Registration along with copy of Property Tax Bill / Electricity Bill / Telephone Bill / Lease Agreement or any other statutory Address proof Self-Certification
		<li>In case, the item quoted become out of sale, the supplier shall provide the item with equal or higher specification at the same price.</li>	
13.	Past Relevant Experience	Bidder must have relevant category supply experience as per below table:         Category       Requirement         Laptops       & Should Have supplied at least 15000 Laptops/ Desktop Computers         Desktop       Computers in last three years         Printers       & Should Have supplied at least 10000 Printers & Scanners in last three years         UPS System       Should Have supplied at least 15000 UPS Systems in last three years	Sale Numbers duly certified by Chartered Accountant

#### 3.18.2. <u>Eligibility Criteria In case bidder is Business Partner or Channel</u> <u>Partner of OEM:-</u>

Sr.	Particulars	Eligibility Criteria	Documents

No.			
1.	RFP fee & EMD	RFP Fess & EMD	Demand drafts as per Document Control sheet
2.	Legal Entity	<ul> <li>a. Bidder should be registered either under India Companies Act, 1956 or registered under Limite Liability Partnerships (LLP) Act, 2008</li> <li>b. Registered with the Sales Tax Authorities</li> </ul>	
3.	Relevant Business Continuity	The Bidder should be in the business of <b>Authorise</b> <b>Business Partner/Channel Partner of the OEM</b> (Original Equipment Manufacturer) in IT Hardware Peripherals and should have been in this business for period for minimum five years as on 31.03.2013.	spractising fellow member of&InstituteofChartered
4.	Turnover	Bidder Should have <b>Total Average Annual Sale</b> <b>Turnover of INR 10 Crore from</b> the sale of IT Hardwar & Peripherals along with below-mentioned Category wis Average Annual Sales Turnover, in the last three (3 financial years as of 31st March 2013:-	e balance sheet and profit & e loss along with authentic
		S.NoCategoryTurnover (INR in Crore)1.Desktop5.00Computers& Laptop	Accountant of India (FCA).
		2.   Printers   & 2.00     Scanners	
		3. UPS System 1.00	
5.	Certifications	<ul> <li>a. The Bidder should be ISO 9001:2008 certified.</li> <li>b. The bidder should quote the products of only thos OEM which are ISO 9001:2008 or higher leve certified Company in respect of hardware, softwar and UPS.</li> <li>c. The Hardware products should have Certification o supplied OS ( For laptops/Desktop category)</li> </ul>	e b. Certified Valid copy from OEM
6.	DGS&D Registration	Proposed OEM <b>Brand</b> must have registered with DGS& (Director General of Supplies & Disposals, Govt. of India at-least once in any of the last 5 years.	
7.	Authorisation from OEM	The bidder must attach Manufactures Authorization certificate & Back-to-back support letter from OEM's for providing Comprehensive Maintenance support an services of the equipment's covered under the RFP.	or Certificate issued by OEM.
8.	Sole Participation	The OEM and the Authorised channel Partner of the sam OEM are not allowed to participate as different bidders for the same brand.	
9.	Service & Support Mechanism	The Bidder should certify that they have OEM support mechanism in State of Punjab/ Chandigarh, either direct through their OEM support office or through the authorized channel partners/dealers. The OEM must hav at least one authorized service centres in Punjab Chandigarh	y authorised signatory of the ir OEM e
10.	Disclosers	Bidder to submit the undertaking that the Bidder :- a. Has not been ever under a declaration of ineligibilit for corrupt or fraudulent practices and should not b	

		<ul> <li>blacklisted by any State Govt./ Central Govt./ PSU for any reason.</li> <li>b. 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</li> <li>c. And 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.</li> </ul>	
		<ul><li>d. 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.</li><li>e. Comply with the code of integrity as specified in the</li></ul>	
		bidding document.	
11.	Office in Punjab / Chandigarh	Bidder must have at-least one office in Chandigarh / Punjab along with Valid Sales Tax Registration in Chandigarh/ Punjab since last at-least one year as on last date of bid submission.	Copy of VAT/CST Registration along with copy of Property Tax Bill / Electricity Bill / Telephone Bill / Lease Agreement or any other statutory Address proof
12.	Sale Support	The Bidder must provide the certificate that:- i. The items Quoted shall not be out of sales for one year from the date of Signing of Contract and ii. In case, the item quoted become out of sale, the supplier shall provide the item with equal or higher specification at the same price.	Certification from OEM

13.	Past	Biddor	must have relev	vant category supply experience as	Sale Numbers duly certified
10.	Relevant		ow table:	vani category supply experience as	by Chartered Accountant
		hei nei	ow lable.		•
	Experience	S.No	Cotogony	Dequirement	along with Copy of
		3.110	Category	Requirement	Purchase order supporting
			Lontono 9	Chauld have augulied at least	minimum 3 orders.
		1.	Laptops &	Should have supplied at least	
			Desktop	2000 similar items in last three	
			Computers	years with minimum 3 orders	
				of 50 each as on date of	
				submission of bids.	
		2.	Printers &	Should have supplied at least	
			Scanners	700 similar items in last three	
				years with minimum 3 orders	
				of 30 each as on date of	
				submission of bids.	
				Submission of bids.	
		3.	UPS System	Should have supplied at least	
		5.	UPS System		
				1000 similar items in last three	
				years with minimum 3 orders	
				of 50 each as on date of	
				submission of bids.	

#### 3.19. Technical Bid Criteria & Evaluation

- 3.19.1. Technical Bids would be evaluated only for those Bidders, 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 RFP. 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 RFP.
- 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 RFP. The decision of the Committee in this regard would be final.
- 3.19.4. Society may ask the technically shortlisted bidder(s) to show one of each quoted model or improved latest model of same make as per specifications set out in the bid for technical evaluation, along with their own test and measuring equipments at Society Office or any other site as may be finalized by Society, as per schedule to be intimated to them.
- 3.19.5. In case of improved model, the improved model should not be inferior in any specification than the quoted model. In case the bidder fails to show the quoted products within the prescribed limit given by the Society for evaluation, the bid shall be rejected and EMD forfeited.
- 3.19.6. Bidders must qualify all the criteria of Technical Evaluation to be **considered eligible** for opening of the commercial bids.

#### 3.20. Commercial Proposal Evaluation

- 3.20.1. The Commercial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder's representatives.
- 3.20.2. The bidder offering Lowest "*Total Unit Price*" 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.
- 3.20.3. All technically qualified bidders shall be than asked to match the L1 price of similar specification.
- 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. The "*Total Unit Price*" indicated in the Commercial Proposal shall be considered final price for the empanelment.
- 3.20.8. 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 total Unit price shall be that of the bidder. Failure to abide the tender conditions may result into forfeiture of EMD & PBG.
- 3.20.9. Any conditional commercial bid will lead to disqualification of the entire bid and forfeiture of the EMD.
- 3.20.10. Errors & Rectification:
  - 3.20.10.1. If there is a discrepancy between the Basic Price and the Total Unit Price (i.e. Basic Price + taxes), the "Basic price plus taxes" or the "Total Unit Price" whichever is lower shall prevail.
  - 3.20.10.2. If there is a discrepancy between words and figures of the Total Unit price, the amount in figure will prevail.
  - 3.20.10.3. If the bidder doesn't accepts the correction of error(s) as specified, its bid will be rejected.

#### 3.21. Notification of Award of Contract

- 3.21.1. Society 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).
- 3.21.2. Upon the successful bidder's furnishing of Performance Bank Guarantee, Society 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 :-

Category	Item	PBG (INR in lacs)
1.	Desktop Computers & Laptop	20.00
2.	Printers & Scanners	7.00
3.	UPS System	5.00

- 3.22.2. In case a bidder is empanelled for one or more than one category, the PBG shall be submitted for each category.
- 3.22.3. PBG shall remain valid for a period of ninety 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 Society 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. Society 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. Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of Society in this regard shall be final.
  - 3.22.6.4. Society incurs any loss due to Supplier's negligence in carrying out the project implementation as per the agreed terms & conditions.

#### 3.23. Signing of Contract

The successful bidder will sign the Contract with Society 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.

#### 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 Society 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 Society 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. Society 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. Society 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.

### 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 RFP or Contract Agreement, the interpretation of Society 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 Society. The Supplier shall always support and safeguard the legitimate interests of the Society, 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 RFP 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.

#### 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 inclusive of all statutory duties & taxes, packing & forwarding, freight, insurance, installation, Commissioning, warranty or any other charges.
- 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 has to be borne by the bidder. No change in any government statutory duties, including Sales Tax, Custom Duties & effect due to foreign exchange fluctuation shall be entertained.
- 4.5.3. In case, if at any point of time, it is found that the rates offered to Society 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 IT Hardware & Peripherals should be within 4 to 6 weeks 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 stores 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 released by the ordering Department who has placed the Purchase Order to the empanelled supplier referring this contract. Society shall not be liable for any payment on behalf of any other department.

S.No	Payment Term	% age of Price of supplied item
1.	After Delivery of item at the destination along with submission of Physical verification report by the Ordering Department	70%

4.7.2. The Payment shall be made as per below schedule:-

[	2.	After linstallation, commissioning of IT	30%
		Hardware & Software along with	
		operationalization & Final acceptance	
		Test certificate (FAT) submission	

- 4.7.3. Payment shall be made in Indian Rupee through account payee cheque 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. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the Income-Tax Act, 1961 and any other applicable deductions/ taxes.

#### 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 RFP. The supplier shall be responsible for all complaints with respect to the quality.
- 4.8.2. Society 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. Unless otherwise specified all goods must be delivered at destination within 6 weeks from the date of placement of order
- 4.8.4. The Member Secretary, PSeGS 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 Member Secretary, PSeGS, 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. PSeGS 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 after notice has been issued to him of such rejection, and failing such removal of rejected goods will be at supplier's risk and PSeGS may charge rent from the supplier for the space occupied by such rejected goods.
- 4.8.7. The supplier shall provide without any extra charge all materials, tools, labour and assistance of every kind which the aforesaid officer may consider necessary for any test or examination which he may require to be made on

the supplier premises and shall pay all cost attendants thereon. In the case of stores inspected at bidder premises, the supplier shall provide all facilities including testing appliances for making necessary tests other than special tests, or in dependent tests. Failing these facilities at the own premises for making the tests the supplier shall bear the cost of carrying out test elsewhere. The supplier shall also provide and deliver free of charge at such place as the aforesaid officer may direct such materials as he may require for tests.

If for the purpose of determining the quality of stores the aforesaid Officer find it necessary to have the stores tested at the test house or laboratory, all expenses incidental to the test shall be borne by the supplier. On the failure of the supplier to pay the expenses within 10 days of the receipt of intimation in this behalf from the Inspecting Officer, the Member Secretary, PSeGS shall have the right to deduct the amount from the security deposited by the supplier, and if the amount so deducted is not deposited within 10 days, the Member Secretary, PSeGS may treat the default as a breach of agreement and proceed as per agreement without further notice.

- 4.8.8. Packing cases, containers, gunny packages etc. which are part of standard packing shall not be returned or paid to the supplier.
- 4.8.9. Unless otherwise specified in a requisition, bills for the whole items referred to in each Purchase Order, in triplicate, will be prepared and 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.
- 4.8.10. With every dispatch of goods or materials under the contract, invoices in triplicate will be prepared by the supplier. Invoices in triplicate are to be sent by the supplier to the ordering Department, the duplicate to be returned by the ordering Department, with the quantities or number received duly noted thereon and the third copy to be sent by the supplier to Member Secretary, PSeGS for record in his office.
- 4.8.11. This is subject to the condition that the materials are 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.
- 4.8.12. Subject to these conditions, the supplier will not be entitled to charge or be paid for supplies broken, lost or damaged in transit. Such rejected supplies shall be removed by the supplier at his own expense.
- 4.8.13. 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, PSeGS may cancel the supply order & penal action such as debarring, forfeiture of PBG & pending payments, may be taken against the firm. PSeGS may accept the delayed consignment as per penalties in the RFP. In case of non-payment by the supplier, recovery will be made from his bills or PBG deposited with PSeGS. However, if the firm request 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.

- 4.8.14. The supplier acknowledges that he has made 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.
- 4.8.15. 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.

#### 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 Society 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, Society 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

4.12.1. After expiry of stipulated delivery period i.e. six (6) weeks or as per Purchase Order timeline, whichever is earlier, a penalty @ 1% per week of the value of late supplied item subject to maximum of 6% shall be levied, beyond which the department can cancel the Purchase order and PSeGS reserve the right to terminate the empanelment of the Supplier along with forfeiture of PBG.

#### 4.13. Taxes and Duties

4.13.1. 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
- 4.14.2. The term of Contract expires.
- 4.14.3. Termination of Contract by the Society due to non-adherence of contract/RFP terms and conditions

#### 4.15. Termination for Insolvency, Dissolution etc.

Society 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 Society.

#### 4.16. Termination for Convenience

Society 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 Society'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 Society 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 Society in writing of such condition and the cause thereof. Unless otherwise directed by Society 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

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 Society and the Supplier, which has not been settled amicably, the Supplier can request the Society to refer the dispute for Arbitration under Arbitration and Conciliation Act, 1996. Such disputes shall be referred to the Arbitrator which shall be "Member Secretary-PSeGS". The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings will be held at Chandigarh. The decision of the arbitrator shall be final and binding upon both the parties. All arbitration awards 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 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.

# 5.0 **Proposal Formats**

Following are the proposal formats to be used by the bidders for submitting their Proposals for selection as Supplier under the RFP:-

Sr. 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 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]

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

#### Bid Reference No. :

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

То

Member Secretary, Punjab State e-Governance Society, O/o Department of Governance Reforms, SCO-193-195, Sector-34A, Chandigarh-160022

#### Sub: Proposal for Selection as Supplier.

Dear Sir,

- 1. We, the undersigned, having carefully examined the referred RFP no. ....., offer to propose for the selection as Supplier, in full conformity with the said RFP.
- 2. We have read all the provisions of RFP & 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 RFP 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.
- 5. 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.
- 6. 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.
- 8. We declare that this is our sole participation in this RFP bid and we are not participating/coparticipating through any of other related party or channel.
- 9. Banker's Demand draft: i. No \_\_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ for INR\_\_\_\_\_

   ii. No \_\_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ for INR\_\_\_\_\_

enclosed towards EMD [Insert the amount as applicable].

10. Banker's Cheque/ Demand draft no. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ for INR \_\_\_\_\_ is enclosed towards RFP document cost as document was downloaded from website.

#### Signature

Full Name

In the capacity of

#### Duly authorised to sign Proposal for And on behalf of

Date.....

Place.....

[\*: Strike off whichever is not applicable]

#### 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. :

#### 5.2.1. Eligibility Criteria Form in case Bidder is an OEM

Sr. No.	Particulars	Eligibility Cr				Supporting documents Demand drafts as	Pg No	Compli ance (Yes/N o)
1.	RFP fee & EMD		RFP Fess & EMD					
2.	Legal Entity	<ul> <li>a. Bidder should be a registered entity either under Indian Companies Act, 1956 or registered under Limited Liability Partnerships (LLP) Act, 2008</li> <li>b. Registered with the Sales Tax Authorities</li> </ul>				<ul> <li>a. Certificate of Incorporation</li> <li>b. Registration Certificate</li> </ul>		
3.	OEM & Relevant Business Continuity	The Bidder should be an established OEM (Original Equipment Manufacturer) in IT Hardware & Peripherals, in India or Abroad and should have been in this business for a period exceeding five years as on 31.03.2013.				Work Orders along with the completion Certificate/satisfa ctory client Certificate confirming year and Area of activity.		
4.	Turnover	Turnover of Hardware & Category wis last three (3) S.No 4.	INR 1000 Peripherals se Average A	Crore from along with Annual Sales	e Annual Sales the sale of IT below-mentioned Turnover, in the March 2013:-	Extracts from the audited balance sheet and profit & loss along with authentic certificate from the practising fellow member of Institute of Chartered Accountant of India (FCA).		
5.	Net Worth		e financial ye		ositive for each of Balance Sheet as	Certificate from practicing Fellow Member of Institute of Chartered Accountants of India for Net worth		
6.	Certifications		ler should be dware produc		008 certified. ve Certification on	Self-certified copy of certification		

		supplied OS (For laptops/Desktop category)	which is valid on date of bid submission.
7.	DGS&D Registration	The OEM <b>Brand</b> must have registered with DGS&D (Director General of Supplies & Disposals, Govt. of India) at-least once in any of the last 5 years.	Copy of DGS&D Rate Contract
8.	Service & Support Mechanism	The OEMs should certify that they have support mechanism in State of Punjab/ Chandigarh, either directly through their support office or through their authorized channel partners/dealers. The Bidder must have at least one authorized service centres in Punjab / Chandigarh	Undertaking from the authorised signatory of the OEM
9.	Sole Participation	The OEM and the Authorised channel Partner of the same OEM are not allowed to participate as different bidders for the same brand.	Self-Certified letter
10.	Disclosers	<ul> <li>The Bidder to submit the undertaking that the Bidder :-</li> <li>f. 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./ PSU for any reason.</li> <li>g. 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</li> <li>h. And 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.</li> <li>i. The price being offered that 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.</li> <li>j. Comply with the code of integrity as specified in the bidding document.</li> </ul>	Self-Certified letter
11.	Office in Punjab / Chandigarh	Bidder must have at-least one office in Chandigarh / Punjab along with Valid Sales Tax Registration in Chandigarh/ Punjab since last at-least one year as on last date of bid submission.	Copy of VAT/CST Registration along with copy of Property Tax Bill / Electricity Bill / Telephone Bill / Lease Agreement or any other statutory Address proof

12.	Sale Support	The Bidder must p	provide the certificate that:-	Self-Certification	
			Quoted shall not be out of sales for from the date of Signing of Contract		
		supplier s	ne item quoted become out of sale, the shall provide the item with equal or ecification at the same price.		
13.	Past Relevant Experience	Bidder must have as per below table	e relevant category supply experience		
	Experience	CategoryLaptops&DesktopComputersComputers&Printers&ScannersUPS System	RequirementShould Have supplied at least15000Laptops/DesktopComputers in last three yearsShould Have supplied at least10000 Printers & Scanners in lastthree yearsShould Have supplied at least15000 UPS Systems in last threeyears	Sale Numbers duly certified by Chartered Accountant	

# 5.2.2. Eligibility Criteria Form in case bidder is Business Partner or Channel Partner of OEM:-

Sr. No.	Particulars	Eligibility Criteria	DocumentsPg NoCompliRequiredance(Y/N)
1.	RFP fee & EMD	RFP Fess & EMD	Demand drafts as per Document Control sheet
2.	Legal Entity	<ul> <li>a. Bidder should be registered either under India Companies Act, 1956 or registered under Limite Liability Partnerships (LLP) Act, 2008</li> <li>b. Registered with the Sales Tax Authorities</li> </ul>	
3.	Relevant Business Continuity	The Bidder should be in the business of <b>Authorise</b> <b>Business Partner/Channel Partner of the OEM</b> (Original Equipment Manufacturer) in IT Hardware a Peripherals and should have been in this business for period for minimum five years as on 31.03.2013.	s the practising & fellow member of
4.	Turnover	Bidder Should have Total Average Annual SaleTurnover of INR 10 Crore from the sale of IT Hardwar& Peripherals along with below-mentioned Categorwise Average Annual Sales Turnover, in the last thre(3) financial years as of 31st March 2013:-S.NoCategoryTurnover (INR in Crore)1.Desktop Computers & Laptop2.Printers Scanners2.Printers Scanners	e audited balance y sheet and profit &

		3.	UPS System	1.00				
5.	Certifications	b. The bid OEM v certified and UP c. The Ha	dder should be ISO 9 dder should quote th which are ISO 900 d Company in respe 2S. ardware products sho d OS ( For laptops/D	e products of only 01:2008 or higher ct of hardware, so ould have Certificat	those level ftware	<ul> <li>a. Self-certified copy of certification valid on date of bid submission.</li> <li>b. Certified Valid copy from OEM</li> <li>c. Certified copy from OEM</li> </ul>	d.	е.
6.	DGS&D Registration	DGS&D (D	OEM <b>Brand</b> must Director General of lia) at-least once in a	Supplies & Disp	osals,	Copy of DGS&D Rate Contract		
7.	Authorisation from OEM	certificate 8 providing 0	must attach Mar Back-to-back supp Comprehensive Ma the equipment's cove	ort letter from OEN intenance suppor	∕l's for t and	Manufacturer Authorization Certificate issued by OEM.		
8.	Sole Participation	same OEM	and the Authorised I are not allowed to the same brand.			Self-Certified letter		
9.	Service & Support Mechanism	mechanism directly thro authorized	should certify that in State of Punj ough their OEM support channel partners/de st one authorized se	ab/ Chandigarh, ort office or througl ealers. The OEM	either h their must	Undertaking from the authorised signatory of the OEM		
10.	Disclosers	<ul> <li>a. Has no for corr blacklis for any</li> <li>b. Has n bankrug adminis busines subject reasons</li> <li>c. And th convict profess statemed qualific within comme have debarm</li> <li>d. The pr prices o 3 month</li> <li>e. Comply</li> </ul>	to submit the underta t been ever under a rupt or fraudulent pra- sted by any State Ge reason. ot been ever inse- pt or being wound stered by court or jue as activities suspend of legal proceedings of legal proceedings ational conduct or ents or misrepres ations to enter into a period of three encement of the proc been otherwise di nent proceedings. ices being offered a offered to any govern hs as on the date of a with the code of int	declaration of inelia ctices and should in ovt./ Central Govt. olvent, in receive up, not have its dicial officer, not have led and must not k s for any of the fore officers not have offence related to the making of entations as to a procurement co e years preceding curement process, squalified pursua are not higher that ment department bidding.	gibility not be / PSU ership, affairs ave its be the egoing been their false their or their false or not int to an the in last	Self-Certified letter		

		-			1	
11.	Office in			least one office in Chandigarh /	Copy of	
	Punjab /	-	-	alid Sales Tax Registration in	VAT/CST	
	Chandigarh		• ·	ince last at-least one year as on	Registration along	
		last da	te of bid submis	sion.	with copy of	
					Property Tax Bill /	
					Electricity Bill /	
					Telephone Bill /	
					Lease Agreement	
					or any other	
					statutory Address	
					proof	
12.	Sale Support	The Bi	dder must provi	de the certificate that:-	Certification from	
12.		THE DI			OEM	
		i.	The items Que	oted shall not be out of sales for	02	
		one ye	ar from the date	of Signing of Contract and		
		ii.		em quoted become out of sale, the		
			-	the item with equal or higher		
		specific	cation at the sar	ne price.		
13.	Past	Bidder	must have rele	evant category supply experience	Sale Numbers	
	Relevant		below table:		duly certified by	
	Experience	•			Chartered	
	-	S.No	Category	Requirement	Accountant along	
					with Copy of	
		1.		Should have supplied at least	Purchase order	
			Desktop	2000 similar items in last three	supporting	
			Computers	years with minimum 3 orders	minimum 3	
				of 50 each as on date of	orders.	
				submission of bids.		
		2.	Printers &	Should have supplied at least		
			Scanners	700 similar items in last three		
				years with minimum 3 orders		
				of 30 each as on date of		
				submission of bids.		
		3.	UPS System	Should have supplied at least		
				1000 similar items in last three		
				years with minimum 3 orders		
				of 50 each as on date of		
				submission of bids.		

# 5.3. Form 3: Specifications cum Technical Bid Form

# 5.3.1. Desktop Computers & Laptops

5.3.1.1.	1A - Laptop
0.0.1.1.	

		I. ТА - Lартор			
S.No	Features	Specifications	Bidder's Offer	Deviation (If any) along with the justification	Compliance (Yes/No)
1.	Processor	Intel Core i5 Gen3 or higher			
2.	2. Clock Speed 3.0 GHz or Higher				
3.	Cache	3 MB Smart Cache or more			
4.	System Bus/QPI	2.0 GT/sec or higher			
5.	Mother Board	Original OEM manufactured			
6.	Memory	4 GB DDR-III RAM (1066 MHz) or higher expandable upto 8GB			
7.	Hard disk Drive	500 GB SATA (7200 RPM) or higher capacity			
8.	Display	14.0" or above LED Wide Screen Display			
9.	Resolution	1280 x 768 WXGA or higher			
10.	Video Graphics	Integrated HD Graphics			
11.	Web Camera	Integrated Web Camera			
12.	Wireless Connectivity	Integrated Wireless 802.11 a/b/g/n, Integrated Bluetooth 2.0 or higher			
13.	Optical Drive	Integrated 16X or higher DVD Writer			
14.	Sound System	Integrated Stereo Speaker			
15.	Keyboard	Standard Keyboard with Touchpad			
16.	Ports	Minimum 2 USB Ports 2.0, 1 USB Port 3.0, 10/100/1000 Ethernet Card, RGB/S-Video/VGA, HDMI, Microphone, Stereo Head Phone, Media Card Reader and other Standard Ports			
17.	Operating system	Preloaded Genuine Latest MS windows Professional edition along with media.			
18.	Office Suite	Preloaded Genuine Latest MS office standard edition along with media and licence.			
19.	Antivirus	Preloaded genuine latest antivirus with minimum three years subscription along with media.			
20.	Battery Backup	4 cell or higher Li-ion battery with re-chargeable pack with minimum 4 hours backup			
21.	Certification	Laptop manufactured in ISO 9001:2000, ISO 14001 plant			

RFP for Empanelment of Supplier for IT Hardware & Peripherals

		and DMI, FCC, UL, CE compliance
22.	Weight	Less than 3 kg
23.	Carry Case	Good quality Carry Case
24.	Warranty	Minimum 3 Years on-site Comprehensive warranty

# 5.3.1.2. 1B - Laptop (Without MS office)

S.No	Features	Specifications	Bidder's Offer	Deviation (If along with justification	any) the	Compliance (Yes/No)
1.	Processor	Intel Core i5 Gen3 or higher				
2.	Clock Speed	3.0 GHz or Higher				
3.	Cache	3 MB Smart Cache or more				
4.	System Bus/QPI	2.0 GT/sec or higher				
5.	Mother Board	Original OEM manufactured				
6.	Memory	4 GB DDR-III RAM (1066 MHz) or higher expandable upto 8GB				
7.	Hard disk Drive	500 GB SATA (7200 RPM) or higher capacity				
8.	Display	14.0" or above LED Wide Screen Display				
9.	Resolution	1280 x 768 WXGA or higher				
10.	Video Graphics	Integrated HD Graphics				
11.	Web Camera	Integrated Web Camera				
12.	Wireless Connectivity	Integrated Wireless 802.11 a/b/g/n, Integrated Bluetooth 2.0 or higher				
13.	Optical Drive	Integrated 16X or higher DVD Writer				
14.	Sound System	Integrated Stereo Speaker				
15.	Keyboard	Standard Keyboard with Touchpad				
16.	Ports	Minimum 2 USB Ports 2.0, 1 USB Port 3.0, 10/100/1000 Ethernet Card, RGB/S-Video/VGA, HDMI, Microphone, Stereo Head Phone, Media Card Reader and other Standard Ports				
17.	Operating system	Preloaded Genuine Latest MS windows Professional edition along with media.				
18.	Office Suite	Preloaded open office				
19.	Antivirus	Preloaded genuine latest antivirus with minimum three years subscription along with media.				
20.	Battery Backup	4 cell or higher Li-ion battery with re-chargeable pack with				

		minimum 4 hours backup		
21.	Certification	Laptop manufactured in ISO 9001:2000, ISO 14001 plant and DMI, FCC, UL, CE compliance		
22.	Weight	Less than 3 kg		
23.	Carry Case	Good quality Carry Case		
24.	Warranty	Minimum 3 Years on-site Comprehensive warranty		

# 5.3.1.3. 1 C Laptop

S.No	Features	Specifications	Bidder's Offer	Deviation (If an along with t justification	ny) Compliance the (Yes/No)
1.	Processor	Intel Core i3 Gen3 or higher			
2.	Clock Speed	2.80 GHz or Higher			
3.	Cache	3 MB Smart Cache or more			
4.	System Bus/QPI	2.0 GT/sec or higher			
5.	Mother Board	Original OEM manufactured			
6.	Memory	4GB DDR-III RAM (1066 MHz) or higher expandable upto 8GB			
7.	Hard disk Drive	500 GB SATA (7200 RPM) or higher capacity			
8.	Display	14.0" or above LED Wide Screen Display			
9.	Resolution	1280 x 768 WXGA or higher			
10.	Video Graphics	Integrated HD Graphics			
11.	Web Camera	Integrated Web Camera			
12.	Wireless Connectivity	Integrated Wireless 802.11 a/b/g/n, Integrated Bluetooth 2.0 or higher			
13.	Optical Drive	Integrated 16X or higher DVD Writer			
14.	Sound System	Integrated Stereo Speaker			
15.	Keyboard	Standard Keyboard with Touchpad			
16.	Ports	Minimum 2 USB Ports 2.0, 1 USB Port 3.0, 10/100/1000 Ethernet Card, RGB/S-Video/VGA, HDMI, Microphone, Stereo Head Phone, Media Card Reader and other Standard Ports			
17.	Operating system	Preloaded Genuine Latest MS windows Professional edition along with media			
18.	Office Suite	Preloaded Genuine Latest MS office standard edition along with media and licence.			

10			
19.	Antivirus	Preloaded genuine latest antivirus with minimum three years subscription along with media	
20.	Battery Backup	4 cell Li-ion battery with re- chargeable pack with minimum 4 hours backup	
21.	Certification	Laptop manufactured in ISO 9001:2000, ISO 14001 plant and DMI, FCC, UL, CE compliance	
22.	Weight	Less than 3 kg	
23.	Carry Case	Good quality Carry Case	
24.	Warranty	Minimum 3 Years on-site Comprehensive warranty	

5.3.1.4. 1 D Laptop (Without MS office)

S.No	Features	Specifications	Bidder's Offer	Deviation (If any) along with the	
			Offer	justification	(Yes/No)
1.	Processor	Intel Core i3 Gen3 or higher			
2.	Clock Speed	2.80 GHz or Higher			
3.	Cache	3 MB Smart Cache or more			
4.	System Bus/QPI	2.0 GT/sec or higher			
5.	Mother Board	Original OEM manufactured			
6.	Memory	4GB DDR-III RAM (1066 MHz) or higher expandable upto 8GB			
7.	Hard disk Drive	500 GB SATA (7200 RPM) or higher capacity			
8.	Display	14.0" or above LED Wide Screen Display			
9.	Resolution	1280 x 768 WXGA or higher			
10.	Video Graphics	Integrated HD Graphics			
11.	Web Camera	Integrated Web Camera			
12.	Wireless Connectivity	Integrated Wireless 802.11 a/b/g/n, Integrated Bluetooth 2.0 or higher			
13.	Optical Drive	Integrated 16X or higher DVD Writer			
14.	Sound System	Integrated Stereo Speaker			
15.	Keyboard	Standard Keyboard with Touchpad			
16.	Ports	Minimum 2 USB Ports 2.0, 1 USB Port 3.0, 10/100/1000 Ethernet Card, RGB/S-Video/VGA, HDMI, Microphone, Stereo Head Phone, Media Card Reader and other Standard Ports			
17.	Operating system	Preloaded Genuine Latest MS windows Professional edition along with media			

18.	Office Suite	Preloaded open office	
19.	Antivirus	Preloaded genuine latest antivirus with minimum three years subscription along with media	
20.	Battery Backup	4 cell Li-ion battery with re- chargeable pack with minimum 4 hours backup	
21.	Certification	Laptop manufactured in ISO 9001:2000, ISO 14001 plant and DMI, FCC, UL, CE compliance	
22.	Weight	Less than 3 kg	
23.	Carry Case	Good quality Carry Case	
24.	Warranty	Minimum 3 Years on-site Comprehensive warranty	

# 5.3.1.5. 1E Desktop Computers

S.No	Features	Specifications	Bidder's Offer	Deviation (If any) along with the justification	Compliance (Yes/No)
1.	Model offer				
2.	Make offered				
3.	Processor	Intel Corei3 Processor Gen 3 or higher;			
4.	Clock Speed	min 3.1 GHz			
5.	Motherboard	OEM Motherboard			
6.	Chipset	OEM Chipset			
7.	RAM	Memory 4GB expandable to 8 GB Non-ECC DDR3 1333MHz Memory, minimum Two DIMM slots			
8.	Hard Disk Drive & controller	HDD 500 GB 7200 RPM 3.5" SATA Hard Drive			
9.	Optical Drive	Optical Drive16X Max DVD R/ CD-R			
10.	Graphics	Integrated Graphics			
11.	Audio	High Definition Audio Card			
12.	Ethernet	NIC 10/100/1000			
13.	Slots	2 PCI / PCI Express slots, VGA (1), USB 2.0 (6+2)			

14.		Rear I/O: (6) USB 2.0 ports,		
		(1) RJ-45, (1) VGA, (1) line		
	Ports	out, (1) mic in,		
		Front I/O: (2) USB 2.0 ports		
15.	Power	ATX with Energy star 5.0		
	Supply			
40		LICD 404 keys keybeard		
16.	Keyboard	USB 104 keys keyboard		
		(Same make as PC)		
17.		18.5" LED Monitor or higher,		
		Minimum resolution - 1366 x		
	Monitor	768; Response time (typical)-		
	MONITO			
		5ms; TCO 5 certification for		
		Monitor;		
18.		USB Optical Scroll		
	Mouse	Mouse(Same make as PC)		
		Mouse(Game make as 1 G)		
19.		Preloaded latest Genuine MS		
	Operating	Windows professional edition		
	System	along with media		
20.		Preloaded Genuine Latest MS		
	Office Suite	office standard edition along		
		with media and licence.		
21.		Preloaded genuine latest		
	Antivirus	antivirus with minimum three		
		years subscription along with		
22.	Compliance	media As per industry standard for		
<i>∠</i> ∠.	And	-		
	Certification	PC and energy star for Monitor		
	Certification	/ UL/FCC, Green peace rating		
23.	Warranty			
20.		3 years onsite, OEM warranty		
		I	1	1

## 5.3.1.6. 1F Desktop Computers(Without MS Office)

S.No	Features	Specifications	Bidder's Offer	Deviation (If any) along with the justification	Compliance (Yes/No)
1.	Model offer				
2.	Make offered				
3.	Processor	Intel Corei3 Processor Gen 3 or higher;			
4.	Clock Speed	min 3.1 GHz			
5.	Motherboard	OEM Motherboard			
6.	Chipset	OEM Chipset			

7.Memory 4GB expandable to 8 GBRAMNon-ECC DDR3 1333MHz Memory, minimum Two DIMM slots8.Hard Disk Drive & controllerHDD 500 GB 7200 RPM 3.5" SATA Hard Drive9.Optical Drive CD-ROptical Drive16X Max DVD R/ CD-R10.GraphicsIntegrated Graphics	
Non-ECC DDR3 133300H2         Memory, minimum Two DIMM         slots         Hard Disk         Drive &         controller         HDD 500 GB 7200 RPM 3.5"         SATA Hard Drive         SATA Hard Drive         Optical Drive         Optical Drive         Optical Drive         Optical Drive         Optical Drive	
Drive & controller     HDD 500 GB 7200 RPM 3.5"       9.     Optical Drive     Optical Drive16X Max DVD R/ CD-R	
CD-R	
10.         Graphics         Integrated Graphics	
11.     Audio     High Definition Audio Card	
12.         Ethernet         NIC 10/100/1000	
13.     Slots     2 PCI / PCI Express slots, VGA (1), USB 2.0 (6+2)	
14.         Rear I/O: (6) USB 2.0 ports, (1) RJ-45, (1) VGA, (1) line out, (1) mic in,           Front I/O: (2) LISB 2.0 ports	
Front I/O: (2) USB 2.0 ports	
15.     Power       Supply     ATX with Energy star 5.0	
16.     Keyboard     USB 104 keys keyboard       (Same make as PC)	
17.       18.5" LED Monitor or higher , Minimum resolution - 1366 x         Monitor       768; Response time (typical)- 5ms ; TCO 5 certification for Monitor;	
18.     Mouse     USB Optical Scroll Mouse(Same make as PC)	
19.       Operating System       Preloaded latest Genuine MS Windows professional edition along with media	
20.     Office Suite     Preloaded open office	
21. Antivirus Preloaded genuine latest antivirus with minimum three years subscription along with media	
22.       Compliance       As per industry standard for         And       PC and energy star for Monitor         Certification       / UL/FCC, Green peace rating	
23.   Warranty   3 years onsite, OEM warranty	

S.No	Features	Specifications	Bidder's Offer	Deviation (If any) along with the justification	Compliance (Yes/No)
1.	Model offer				
2.	Make offered				
3.	Processor	Intel Core i 5 Gen 3 or higher Processor			
4.	Clock Speed	3.1 Ghz or higher			
5.	Motherboard	OEM Motherboard			
6.	Chipset	OEM Chipset			
7.	RAM	Memory 4GB (2*2GB) expandable to 8 GB Non-ECC DDR3 1333MHz SDRAM Memory, minimum Two DIMM slots			
8.	Hard Disk Drive & controller	HDD 500 GB 7200 RPM 3.5" SATA Hard Drive			
9.	Optical Drive	Optical Drive16X Max DVD R/ CD-R			
10.	Graphics	Integrated Graphics			
11.	Audio	High Definition Audio Card			
12.	Ethernet	NIC 10/100/1000			
13.	Slots	4 PCI / PCI Express slots, VGA (1), USB 2.0 (6+2)			
14.	Ports	Rear I/O: (6) USB 2.0 ports, (1) RJ-45, (1) VGA, (1) line out, (1) mic in, Front I/O: (2) USB 2.0 ports			
15.	Power Supply	ATX with Energy star 5.0			
16.	Keyboard	USB 104 keys keyboard (Same make as PC)			
17.	Monitor	18.5" LED Monitor , Minimum resolution - 1366 x 768; Response time (typical)- 5ms ; TCO 5 certification for Monitor;			
18.	Mouse	USB Optical Scroll Mouse(Same make as PC)			
19.	Operating System	Preloaded latest Genuine MS Windows professional edition			

		along with media.	
20.	Office Suite	Preloaded Genuine Latest MS office standard edition along with media and licence.	
21.	Antivirus	Preloaded genuine latest antivirus with minimum three years subscription along with media	
22.	Compliance And Certification	As per industry standard for PC and energy star for Monitor / UL/FCC, Green peace rating	
23.	Warranty	3 years onsite, OEM warranty	

### 5.3.1.8. 1H Desktop Computers (Without MS office)

S.No	Features	Specifications	Bidder's Offer	Deviation (If any) along with the justification	Compliance (Yes/No)
24.	Model offer				
25.	Make offered				
26.	Processor	Intel Core i 5 Gen 3 or higher Processor			
27.	Clock Speed	3.1 Ghz or higher			
28.	Motherboard	OEM Motherboard			
29.	Chipset	OEM Chipset			
30.	RAM	Memory 4GB (2*2GB) expandable to 8 GB Non-ECC DDR3 1333MHz SDRAM Memory, minimum Two DIMM slots			
31.	Hard Disk Drive & controller	HDD 500 GB 7200 RPM 3.5" SATA Hard Drive			
32.	Optical Drive	Optical Drive16X Max DVD R/ CD-R			
33.	Graphics	Integrated Graphics			
34.	Audio	High Definition Audio Card			
35.	Ethernet	NIC 10/100/1000			
36.	Slots	4 PCI / PCI Express slots, VGA (1), USB 2.0 (6+2)			
37.	Ports	Rear I/O: (6) USB 2.0 ports, (1) RJ-45, (1) VGA, (1) line			

				1
		out, (1) mic in,		
		Front I/O: (2) USB 2.0 ports		
38.	Power Supply	ATX with Energy star 5.0		
39.	Keyboard	USB 104 keys keyboard (Same make as PC)		
40.	Monitor	18.5" LED Monitor , Minimum resolution - 1366 x 768; Response time (typical)- 5ms ; TCO 5 certification for Monitor;		
41.	Mouse	USB Optical Scroll Mouse(Same make as PC)		
42.	Operating System	Preloaded latest Genuine MS Windows professional edition along with media.		
43.	Office Suite	Preloaded open office.		
44.	Antivirus	Preloaded genuine latest antivirus with minimum three years subscription along with media		
45.	Compliance And Certification	As per industry standard for PC and energy star for Monitor / UL/FCC, Green peace rating		
46.	Warranty	3 years onsite, OEM warranty		

### 5.3.2. Category Printers & Scanners 5.3.2.1. 2A Inkjet

S.No	Features	Specifications	Bidder's Offer	Deviation (If any) along with the justification	Compliance (Yes/No)
				Justinoution	
1.	Print speed	upto 8.0 images per minute			
2.	Print Quality	upto 4800 dpi			
3.	Scan resolution	1200 x 2400 dpi			
4.	Basic features	Borderless printing			
5.	Duty cycle	12000 pages monthly A4			
6.	Memory	128 MB DDR3			
7.	Duplex printing	automatic			
8.	Media size	A4, A5, A6, B5			

9.	Connectivity	USB 2.0 or higher		
10.	Rating	Energy star		
11.	Warranty	1Year		

#### 5.3.2.2. 2B MFD

S.No	Features	Specifications	Bidder's Offer	Deviation (If along with justification	any) the	Compliance (Yes/No)
1.	Functions	All-in-one functions Print, Copy, Scan, Fax				
		Multitasking capability-Yes				
		Print speed, black (normal quality mode)-18 PPM or higher				
		First page out (black)- As fast as 8.5 sec				
	Printing	Monthly duty cycle - Up to 8000 pages				
		Print technology -Laser				
		Print resolution, black -Up to 1200 x 600 dpi				
2.		Scanner type -Flatbed				
		ADF				
		Scan resolution, optical -Up to 1200 dpi				
	Coorner	Bit depth -24-bit				
	Scanner	Scan size, maximum (flatbed)- A4				
		Scan size, maximum (ADF)- A4 and Legal				
		Scan speed (default) -6 ppm or higher				
3.		Copy resolution, black - Up to 600 x 600 dpi				
	Conica	Copy resolution, color - Up to 1200 x 600 dpi				
	Copier	Copy reduce/enlarge settings - 25 to 400%				
		Maximum number of copies - Up to 99 copies				

4.	Compatibilit	Windows XP/ Windows Vista/
	у	Windows7 /Windows8/ Linux

#### 5.3.2.3. 2C Network Laser Printer

	5.5.2.5. 20			Deviation (If	Compliance	
S.No	Features	Specifications	Bidder's Offer	Deviation (If any) along with the justification	Compliance (Yes/No)	
1.	Print speed, black	At Least 25 ppm				
2.	Print resolution, black	600 x 600 dpi				
3.	Print technology	Laser				
4.	Network Port	Ethernet				
5.	Monthly duty cycle	8000 pages				
6.	Memory	32 MB or higher				
7.	Duplex printing (printing on both sides of paper)	Automatic (standard)				
8.	Media sizes, standard	A4,Letter, legal, executive, postcards, envelopes				
9.	Media sizes, custom	250-sheet input tray: 5.8 x 8.27 to 8.5 x 14 in; priority feed slot: $3 \times 5$ to 8.5 x 14 in				
10.	Interfaces	Hi-Speed USB 2.0 port,				
11.	Media types	Paper (laser, plain, photo, rough, vellum), envelopes, labels, cardstock, transparencies, postcards				
12.	Operating systems support Required	Windows, Linux				
13.	Accessories	With All the standard accessories (USB cable , Driver CD ,Utility software ,Cat5/6 UTP patch cable) & original pre-filled toner				

5.3.2.4. 2D Scanner

S.No	Features	Specifications	Bidder's Offer	Deviation (If any) along with the justification	Compliance (Yes/No)
1.	Туре	A4 Size or higher Flatbed			
2.	Speed	20 PPM or higher			
3.	Scan technology	Charge Coupled Device (CCD)			
4.	Resolution	Minimum 600 DPI			
5.	Bit Depth	24 bit			
6.	Duty Cycle	Cycle minimum 1000 pages/ day			
7.	Paper Handling	Inbuilt ADF(50 Page)			
8.	Paper Size	Max Scan Size Min. 8.5X11.7" for A4, 8.5 X 14" for Legal (Flatbed)			
9.	Scan File Formats	BMP, JPEG, GIF, TIFF, TIFF compressed, PNG, PDF, JPG, RTF, TXT, UNICODE, HTM, DOC and other common formats			
10.	Interfaces	USB 2.0 port,			
11.	Operating systems support Required	Windows, Linux			
12.	Accessories	With All the standard accessories (Drivers/ Software Yes (Linux, MS-Windows XP/ Vista/ 7), OEM Scanning Software			

## 5.3.3. Category UPS 5.3.3.1. 12 A (10KVA Online UPS System)

S.No	Features	Specifications	Bidder's Offer	Deviation (If any) along with the justification	Compliance (Yes/No)
1.	Technology	True on-Line UPS with double conversion IGBT Based			
2.	Power Rating Input	10 KVA			
3.	Isolation	Inbuilt isolation transformer			

S.No	Features	Specifications	Bidder's Offer	Deviation (If any) along with the justification	Compliance (Yes/No)
4.	Voltage Range	165 VAC – 285 VAC			
5.	Display	All the parameter should be avaliable on LCD/LED			
6.	Frequency	47 Hz ~ 53 Hz			
7.	Input Power Factor	≥ 0.9			
	Output				
8.	Voltage Range	220/230/240 VAC +/- 3%			
9.		≤ 2% (Linear Load)			
	Voltage Distortion	≤ 5% (non Linear Load)			
10.	Frequency	45 ~ 55 Hz			
11.	Power Factor	0.8			
12.	Crest Factor	3:01			
13.	Inverter Overload	125% for 1 minute, 150% for 10 second			
14.	Transient Response	Less or equal to 3% for 100% nonlinear load (Battery mode)			
	Battery				
15.	Туре	Sealed Maintenance Free, Valve Regulated Lead Acid			
16.	Battery cells rating	Battery cells of 12V			
17.	Rated Voltage	Rated Voltage: 192 VDC			
18.	Backup Time	30 min 8064 VAH			
	Environmental and Other				
19.	Audible Noise	Less than 45dB at 1 meter			
20.	Operating temp & Humidity	20 – 90%RH @ 0 – 40°C (non condensing)			
21.	Charger	Charger of the UPS should be 8 amp or more for proper charging of batteries.			
22.	Output Overall AC to AC efficiency	> 90%			
23.	Inverter efficiency DC to AC	> 90%			
24.	Input Harmonic	< 5% full load			

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S.No	Features	Specifications	Bidder's Offer	Deviation (If any) along with the justification	Compliance (Yes/No)
	distortion				
25.	Output Harmonic distortion	< 3% on linear load &<5% on Non linear Load			
26.	Wave form	Pure sine wave			
27.	Cooling	Forced Air			
28.	Credentials	Manufacturer Should be ISO 9001:2000 certified			
29.	Certifications	Manufacturer Should be ISO 14001 certified			

### 5.3.3.2. 12 B 6 KVA Online UPS

S.No	Features	Specifications	Bidder's Offer	Deviation (If any) along with the justification	Compliance (Yes/No)
1.	Technology	True on-Line UPS with double conversion IGBT Based			
2.	Power Rating Input	6000 VA			
3.	Isolation	Inbuilt isolation transformer			
4.	Diagnostic Indications	Fully Automatic control for Battery low, Auto restart, Auto recovery from mains, Under voltage and Over voltage trip, Automatic return from bypass on recovery from overload requires no manual attention. Ready status and Fault diagnostics with LED/LCD display.			
5.	Cold Start	UPS should have cold start facility on full load so that UPS can be switched ON directly from the battery.			
6.	Input Voltage	160-280V AC (0-50% - 110V <u>+</u> 3% VAC)			
7.	Input frequency range	50 Hz (40-70 Hz)			
8.	Output Voltage	230VAC ± 1%, Single phase			
9.	Output Frequency	50Hz ± 0.05 Hz			

				Deviation (If		
S.No	Features	Specifications	Bidder's Offer	any) along with the justification	Compliance (Yes/No)	
10.	Power factor	Input Power factor $\geq 0.9$ Output Power factor between 0.8				
11.	Overload Capacity	125% for 1 minute, 150% for 10 second				
12.	Transient Response & Voltage Recovery Time for Step Load	For 100% Step Load at Unity PF Dip <5% Peak <5% with recovery time Within 3 cycles to normal output				
13.	Charger	Charger of the UPS should be 8 amp or more for proper charging of batteries.				
14.	Output Overall AC to AC efficiency	> 90%				
15.	Inverter efficiency DC to AC	> 90%				
16.	Input Harmonic distortion	< 5% full load				
17.	Output Harmonic distortion	< 3% on linear load &<5% on Non linear Load				
18.	Wave form	Pure sine wave				
19.	Cooling	Forced Air				
20.	UPS Failure	During failure in the UPS equipment the static switch automatically transfer the A.C. load directly to the AC line in less than ¼ cycle. Manual Static bypass should be provided.				
21.	Battery Type	Lead acid sealed maintenance free				
22.	BackUp Time	30 Minutes				
23.	Min. VAH Desired	Minimum 4992 VAH single bank (suitable metallic rack for housing of batteries)				
24.	Protections	Input Over/ Under voltage, Output Over/Under voltage, Battery Under voltage, Output overload / short circuit, Over temperature				
25.	Line Status Indications	LED/LCD indication for Line ON, Battery ON, Mains				

S.No	Features	Specifications	Bidder's Offer	Deviation (If any) along with the justification	Compliance (Yes/No)
		abnormal, Load on battery, By pass, Inverter fail			
26.	Communication Computer interface	CommunicationthroughRS232andintelligentcommunication interface.			
27.	Environment Operating temperature	Between 0 to 40 deg c			
28.	Relative humidity	Upto 95% non condensing			
29.	Environment	IP-20			
30.	Credentials	Manufacturer should be ISO 9001:2000 certified, Manufacturer should be ISO 14001 certified			
31.	Noise Level	<55 DB @ 1 Meter			

### 5.3.3.3. 12 C 3KVA Online UPS

S.No	Features	Specifications	Bidder's Offer	Deviation (If any) along with the justification	Compliance (Yes/No)
1.		True On Line UPS with double conversion technology with DSP processor			
	Technology	Rectifier and inverter should be based on IGBT			
2.	Power Rating Input	3000 VA			
3.	Voltage Range	160 VAC – 300 VAC @ 100% Load, 110 VAC – 300 VAC @ 50% Load			
4.	Frequency	47 Hz ~ 53 Hz			
5.	Input Power Factor	≥ 0.99			
	Output				
6.	Voltage Range	220/230/240 VAC +/- 3%			
7.		≤ 2% (Linear Load)			
	Voltage Distortion	≤ 5% (non Linear Load)			
8.	Frequency	45 ~ 55 Hz			

S.No	Features	Specifications	Bidder's Offer	Deviation (If any) along with the justification	Compliance (Yes/No)
9.	Power Factor	0.7			
10.	Crest Factor	3:01			
11.	Inverter Overload	125% for 1 minute, 150% for 10 second			
12.	Transient Response	Less or equal to 3% for 100% nonlinear load (Battery mode)			
	Battery				
13.	Туре	Sealed Maintenance Free, Valve Regulated Lead Acid			
14.	Battery cells rating	Battery cells of 12V			
15.	Rated Voltage	Rated Voltage: 96 VDC			
16.	Backup Time	30 min 2496 VAH			
	Environmental and Other				
17.	Audible Noise	Less than 45dB at 1 meter			
18.	Operating temp & Humidity	20 – 90%RH @ 0 – 40°C (non condensing)			
19.	LCD Display	UPS Status, Load level, Battery level, Input / Output voltage, Discharge Timer & Fault conditions			
	Management				
20.	SMART RS 232	RS 232 Supports UPS power Management software			
21.	SNMP (Optional)	Power Management from SNMP manager and web browser			
22.	Credentials	Manufacturer Should be ISO 9001:2000 certified . Manufacturer Should be ISO 14001 certified			

#### 5.3.3.4. 12 D 1KVA Online UPS

S.No	Features	Specifications	Bidder's Offer	Deviation (If any) along with the justification	-
1.	Technology	True On Line UPS with double conversion technology with			

S.No	Features	Specifications	Bidder's Offer	Deviation (If any) along with the justification	Compliance (Yes/No)
		DSP processor			
		Rectifier and inverter should be based on IGBT			
2.	Power Rating Input	1000 VA			
3.	Voltage Range	160 VAC – 300 VAC @ 100% Load, 110 VAC – 300 VAC @ 50% Load			
4.	Frequency	47 Hz ~ 53 Hz			
5.	Input Power Factor	≥ 0.99			
	Output				
6.	Voltage Range	220/230/240 VAC +/- 3%			
7.		≤ 2% (Linear Load)			
	Voltage Distortion	≤ 5% (non Linear Load)			
8.	Frequency	45 ~ 55 Hz			
9.	Power Factor	0.7			
10.	Crest Factor	3:01			
11.	Inverter Overload	125% for 1 minute, 150% for 10 second			
12.	Transient Response	Less or equal to 3% for 100% nonlinear load (Battery mode)			
	Battery				
13.	Туре	Sealed Maintenance Free, Valve Regulated Lead Acid			
14.	Backup Time	30 min 936 VAH			
	Environmental and Other				
15.	Audible Noise	Less than 45dB at 1 meter			
16.	Operating temp & Humidity	20 – 90%RH @ 0 – 40°C (non condensing)			
17.	LCD Display	UPS Status, Load level, Battery level, Input / Output voltage, Discharge Timer & Fault conditions			
	Management				
18.	SMART RS 232	RS 232 Supports UPS power			

S.No	Features	Specifications	Bidder's Offer	Deviation (If any) along with the justification	Compliance (Yes/No)
		Management software			
19.	SNMP (Optional)	Power Management from SNMP manager and web browser			
20.	Credentials	Manufacturer Should be ISO 9001:2000 certified Manufacturer Should be ISO 14001 certified			

### 5.3.3.5. 12 E 600VA line interactive/offline UPS

S.No	Features	Specifications	Bidder's Offer	Deviation (If any) along with the justification	Compliance (Yes/No)
1.	Capacity	600 VA Line interactive			
2.	Backup time	15 mins on PC Load			
3.	Voltage Range	145 VAC – 290 VAC			
4.	Output	230+- 10%, single phase			
5.	battery Bank	12V/ 7 AH x 1 ( SMF battery)			
6.	Frequency	50 Hz			
7.	Recharge Time	6 Hours to 90% after complete recharge			
8.	Transfer Time	4-8 ms			
9.	Indication	LED Should be provided for AC mode, Backup Mode and Fault Indication			
10.	Audible Alarm	Low Battery, Over load and fault			
11.	Protection	discharge, overcharge, and overload protection			
12.	Environment	Operating Environment 0-40 C , 0-90 % relative humidity (non - condensing Noise Level Less Than 40db			
13.	Credentials	Manufacturer Should be ISO 9001:2000 certified . Manufacturer Should be ISO 14001 certified			

#### 5.4. Form 4: Commercial Proposal Form

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

#### Bid Reference No. :

S.no	Category	Item	Unit Price	Taxes &	Total unit Price
		(As per technical Specifications)		statuary fees/Duties	
			A	В	(A+B)
1.	Desktop Computers &	1A Laptop			
	Laptops	1B Laptop			
		1C Laptop			
		1D Laptop			
		1E Desktops Computer			
		1F Desktops Computer			
		1G Desktops Computer			
		1H Desktops Computer			
2.	Printers & Scanners	2A Inkjet			
		2B MFD			
		2C Network Laser Printer			
		2D Scanner			
3.	UPS System	12A 10KVA Online UPS System			
		12B 6 KVA Online UPS			
		12 C 3KVA Online UPS			
		12 D 1 KVA Online UPS			
		12 E 600 VA Offline			

Note: -

- i. Total unit price quoted above is an all-inclusive figures i.e. out-of pocket expenses, insurance, transport and any other regular or incidental expenses etc.
- ii. 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:

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 <<Society>> (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.