



**RAJIV GANDHI UNIVERSITY OF KNOWLEDGE  
TECHNOLOGIES**

**BASAR,**

**Nirmal District, Telangana- 504107**

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**Tender for Supply and installation of  
Desktop Computers**

**Time Schedule:**


Bid calling date	03.08.2018
Bid Document fee (Non refundable)	Rs. 10,000/- (By way of DD from any Scheduled Bank in favour of Director, RGUKT, Basar, payable at Basar)
Bid Documents Downloading Start date	13.08.2018
Pre-Bid Meeting	10.08.2018 at 03:00PM
Bid Document Downloading End Date	20.08.2018 till 05.00 PM
Last date for uploading of online documents	22.08.2018 at 05:30 PM.
Last date for submission of Hard copies of documents uploaded online	23.08.2018 at 05:00 PM
Pre-qualification & Technical Bid opening date/time	25.08.2018 at 02:00 PM
Contact person	Director, RGUKT, Basar.
Reference No	RGUKT-B/ Proc/Desktops/T05/2018

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**News paper advertisement**

**E-Procurement Tender Notice**

	<b>RAJIV GANDHI UNIVERSITY OF KNOWLEDGE TECHNOLOGIES BASAR , Nirmal District, Telangana-504107</b>
Separate online tenders are hereby invited from interested and eligible bidders for supply and installation of following: 1) 1600 No's Laptops on buyback basis. 2) 240 No's Desktops	
Interested bidders can download and submit the bids online from 13.08.2018 to 22.08.2018 up to 05:00PM through <a href="http://www.eprocurement.gov.in">www.eprocurement.gov.in</a> . For further details please visit our website: <a href="http://www.rgukt.ac.in">www.rgukt.ac.in</a>	
<b>Date.03.08.2018</b>	<b>Sd/- Vice-Chancellor</b>

## **TENDER SCHEDULE**

Rajiv Gandhi University of Knowledge Technologies (RGUKT), Basar, is a fully residential University having 6000 students on rolls. RGUKT invites sealed tenders comprising Pre-qualification, technical bid and price bid from the Manufacturers and authorized dealers for supply of Desktop Computers and Work stations to various labs in its premises located in the Nirmal District of Telangana State.

### **SECTION A**

#### **Time schedule of various tender related events**

Bid calling date	03.08.2018
Bid Documents Downloading Start date	13.08.2018
Pre-bid meeting	10.08.2018 at 03:00PM
Bid Document Downloading End Date	20.08.2018 till 05.00 PM
Last date for uploading of online documents	22.08.2018 at 05:30 PM.
Last date for submission of Hard copies of documents uploaded online	23.08.2018 at 05:00 PM
Pre-qualification & Technical Bid opening date/time	25.08.2018 at 02:00 PM

#### **CLARIFICATIONS:**

- i. Queries if any can be made through e-mail only on **procurement@rgukt.ac.in** on or before **10.08.2018**. Queries received via any mode other than e-mail id mentioned above will not be entertained. The queries should only be sent in following format on the official letter head of the company.

S.No.	Page No. (Tender Ref.)	Clause (Tender Ref.)	Description (Tender Ref.)	Query

- ii. The addendum/corrigendum if any shall be published on RGUKT's website i.e. www.rgukt.ac.in as well as on e-procurement platform www.eprocurement.gov.in.
- iii. The Bidders are requested to submit the bids after issue of clarifications duly considering the changes made if any. Bidders are totally responsible for incorporating/complying the changes/ amendments issued if any during pre bid meeting in their bid.

## **A. REQUIREMENT & SCOPE OF WORK:**

**A.1.** Supply and commissioning of Desktop computers to the Rajiv Gandhi University of Knowledge Technologies (RGUKT), Basar, Telangana.

<b>Schedule</b>	<b>Description</b>	<b>Qty</b>
Schedule-I	Desktop Computers (Core-i7 with Graphics Card)	240

## **A.2. Scope of incidental services:**

1. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods.
2. Five years Comprehensive Onsite Warranty.

## **A.3. Delivery and Installation period**

Bidder shall deliver, install and commission the goods/services within **Six (8) weeks** from the date of receipt of Purchase Order. The delivery location is “**RGUKT, Basar, Nirmal District, Telangana-504107**”.

## **A.4. Warranty**

- 5 years onsite comprehensive warranty.
- AMC for 6<sup>th</sup> & 7<sup>th</sup> years need to be quoted separately.
- During warranty period the bidders should conduct preventive maintenance once in every quarter besides attending the regular calls.

## Section B

### B.1 Pre-Qualification criteria:

1. The bidder should be a manufacturer/authorized representative of a manufacture/wholesale dealer and should be in business of manufacture and/ or supply and maintenance of the offered items for a minimum period of **two years** in India as on bid calling date. [The Manufacturer's Authorization Form (MAF) specific to this tender should be submitted as per the **Annexure-III** for offered Desktop Computers].
2. The bidder should have a financial turnover of **Rs.4.00 Crore & Above** in each of the last three financial years (2015-16 , 2016-17 & 2017-18). [The bidder to submit audited balance sheets along with CA certificate].
3. *The bidder/OEM should have* Minimum One service center at Nizamabad/Hyderabad with at least **one service engineers** each center as on bid calling date [details of the service centers and service personnel should be enclosed in Form-P5].
3. The bidder should have minimum annual turnover for the items/product mentioned (irrespective of brand/model anywhere in India), during 2016-17 & 2017-18 as follows:

Schedule	Item name	Financial year	Total sales (no.s)
Schedule-I	Desktop Computers	2016-17	400
		2017-18	400

4. The bidder/OEM should furnish the information on major past supplies under the relevant product /services and satisfactory performance for the **financial years of 2015-16 & 2016-17**.

**Note:** Relevant documents in support of above should be furnished.

5. The bidder or the Bidder's group company or the manufacturer should not have been blacklisted by any State Government / Central Government / PSU for any reason in the last three financial years as on bid calling date. A letter of undertaking on the letter heads of the Bidder/ Manufacturer should be submitted separately stating that they have not been blacklisted by any State Government / Central Government / PSU for any reason in the last three years and should be signed by an Officer competent and having the power of attorney (with Company stamp) to bind the bidding Firm / Manufacturer(s). The letter of undertaking should be submitted in Pre-qualification Bid.
6. Bidder/OEM should submit purchase order copies of **Single supply of 250 no's of Desktop Computers** for Intel or AMD platform respectively of the same make quoted by the vendor that they intend to supply, over the last 2 financial years. Proof to this extent should be submitted by authentic purchase orders and installation & service report from the organization where the Desktops are installed.

## Section C

### C1. Statement of important limits/ values related to bid

S.No	Item	Description
1	EMD	Rs. 3,00,000/- (in the form of DD/BG from any Scheduled Bank drawn in favour of Director, RGUKT, Basar)
2	Bid Validity Period	90 days from the date of opening of bid
3	EMD Validity Period	90 days beyond bid validity period
4	Maintenance Period	5 years warranty , 2 years maintenance after 5 years warranty (i.e., AMC for 6 <sup>th</sup> and 7 <sup>th</sup> year need to be quoted separately),
5	Variation in quantities	± 30%
6	Period for furnishing Performance security	Within 7 days from date of receipt of notification of award
7	Performance security value for schedule	10% of contract value in favor of “The Director, Rajiv Gandhi University of Knowledge Technologies, Basar, Telangana”, from any Scheduled/Nationalized bank only.
8	Performance security validity period	60 days beyond warranty period
9	Period for signing contract	Within 7 days from date of receipt of notification of award.
10	Warranty period	60 months from the date of successful installation
11	Up time %	97% calculated over 3 calendar months period. For the purpose of up time calculation, day will be counted of 12 hours duration -8:00 AM to 8:00 PM on all days.
12	Payment terms	Cumulative payment
13	On acceptance & proof of delivery	90% of contract value
14	After performance evaluation	Balance 10% of the contract value
15	LD for late deliveries	1% of the late delivered or deemed late delivered goods for one week or part there of 2% for 2 weeks or part there of 4% for 3 weeks or part thereof and so on maximum of 10%. If delay continues beyond the limit, contract is liable for cancellation.
16	Maximum LD for late deliveries	10% of value of late delivered or deemed late delivered goods
17	Penalty for failure to maintain during warranty or AMC	For every 1% reduction in up time from 97%, penalty will be 0.3% of equipment cost, which is down or deemed down as the case may be.
18	Options for the required equipment	If the bidder wants to give option, he may submit it as separate bids along with separate EMD.
19	Conditional bids	Not acceptable and liable for rejection.
20	Placing work order	<ul style="list-style-type: none"> <li>➤ RGUKT will place order on identified successful bidder.</li> <li>➤ All the payments shall be made directly by RGUKT to the successful bidder as per the terms and conditions of RFP.</li> <li>➤ If decided RGUKT can split the order basing on the quoted</li> </ul>

		price and service track record. The decision of RGUKT is final in this regard.
21	<b>Eligibility Criteria</b>	<b>As per Section B</b>
22	Transaction Fee	<b>Transaction fee:</b> All the participating bidders who submit the bids have to pay an amount @ 0.04% of their final bid value online with a cap of Rs. 10,000/- for quoted value of purchase up to Rs.50 crores and Rs.25000/- if the purchase value is above Rs.50 crores & service tax applicable @ 15% as levied by Govt. of India on transaction fee through online in favour of MD, TSTS. The amount payable to APTS is non refundable.
23	Transaction Fee Payable to	The Managing Director, TS. Technology Services Ltd., Hyderabad
24	Bid submission	<b>Online.</b> Bidders are requested to submit the bids after issue of minutes of the pre bid meeting duly considering the changes made if any, during the pre bid meeting. Bidders are totally responsible for incorporating/complying the changes/amendments issued if any during pre bid meeting in their bid.
25	Procedure for Bid Submission	<p>Bids shall be submitted online on <a href="http://www.eprocurement.gov.in">www.eprocurement.gov.in</a> platform</p> <ol style="list-style-type: none"> <li>1. The participating bidders in the tender should register themselves free of cost on e-procurement platform in the website <a href="http://www.eprocurement.gov.in">www.eprocurement.gov.in</a></li> <li>2. Bidders can log-in to e-procurement platform in Secure mode only by signing with the Digital certificates.</li> <li>3. The bidders who are desirous of participating in e-procurement shall submit their technical bids, price bids as per the standard formats available at the e-market place.</li> <li>4. The bidders should scan and upload the respective documents in Pre Qualification and Technical bid documentation as detailed at Section E &amp; G of the RFP including EMD. The bidders shall sign on all the statements, documents certificates uploaded by them, owning responsibility for their correctness/authenticity.</li> <li>5. The rates should be quoted in online only</li> </ol>
26	Other conditions	<ol style="list-style-type: none"> <li>1. After uploading the documents, the copies of the uploaded technical bid documents and original Demand Drafts in respect of Bid Security and Bid document fee are to be submitted by the bidder to the "The Director, RGUKT, Basar, Nirmal District, Telangana-</li> </ol>



		<p>504107”, by <b>05.00 PM on 21.08.2018</b></p> <p>Failure to furnish any of the uploaded documents, certificates, will entitled in rejection of the bid. The RGUKT shall not hold any risk on account of postal delay. Similarly, if any of the certificates, documents, etc., furnished by the Bidder are found to be false / fabricated / bogus, the bidder will be disqualified, blacklisted, action will be initiated as deemed fit and the Bid Security will be forfeited.</p> <ol style="list-style-type: none"> <li>2. RGUKT will not hold any risk and responsibility regulating non-visibility of the scanned and uploaded documents.</li> <li>3. The Documents that are uploaded online on e-market place will only be considered for Bid Evaluation.</li> <li>4. Important Notice to Contractors, Suppliers and Department users (i) In the endeavor to bring total automation of processes in e-Procurement, the Govt.hasissued orders vide G.O.Ms.No. 13 dated. 5.7.2006 permitting integration of electronic Payment Gateway of ICICI/HDFC/Axis Banks with e-Procurement platform, which provides a facility to participating suppliers / contractors to electronically pay the transaction fee online using their credit cards.</li> <li>5. <b>In case of consortium either the prime bidder or the consortium partner can purchase the bid document. The bid can be filed either with user ID of prime bidder or consortium partner.</b></li> </ol>
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## **Section –D**

### **D Technical specification : (All components must be OEM –Make only)**

#### **Schedule –I**

#### **D.1.1. -Desktop Computers – 240 No's**

#### **CONFIGURATION – (Core i7 with Graphics Card)**

<b>Description</b>	<b>Specification</b>
<b>Make &amp; Model</b>	
Processor	Intel® Core i7 7700 8 <sup>th</sup> Generation Processor Up to 4.2 GHz Max. Turbo or Higher Frequency (3.4 GHz base frequency) 8 MB cache, 4 cores, 8 threads or Higher
Chipset	Intel® Compatible Chipset
Motherboard	OEM Motherboard
RAM	For 200 Qty - 8 GB DDR4-2400 scalable up to 32 GB or Higher For 40 Qty – 64 GB DDR
Hard Drive	1 TB 7200 rpm SATA 6 Gbps HDD Or Higher
Audio	High Definition Audio
LAN	Integrated Gigabit (10/100/1000 NIC) LAN
Graphics	Intel Integrated Graphics (for 30 qty - G force GTx 1080Ti 8 GB)
Slots	2 PCI/PCI x or Higher
Bays	2 bays or more
Display Monitor	23 “ LED Monitor or higher (Same Make as PC)
Ports	<u>Front</u> : 2*USB 3.0, 2*USB 2.0 <u>Rear</u> : 4*USB 3.0, 2*USB 2.0, 2*DP, RJ-45, 1* (DP/HDMI/VGA), 1* Serial/Serial)
Form Factor	Minitower/Tower
Power Supply	Maximum 180 W with 92% Efficient Power Supply PSU or Higher
Keyboard	USB 104 keys keyboard (Same make as PC)
Mouse	USB 2 Button Scroll Mouse (Same make as PC)
Security	TPM 1.2 Security Chip SATA Port disablement (via BIOS) Optional USB Port Disable at factory (user configurable via BIOS) Removable media write /boot control Power-On password (via BIOS), Administrator password (via BIOS) , Setup password (via BIOS) ,Support for chassis padlocks and cable lock devices
Operating System	DOS/Linux
Compliance And Certification	Energy Star ,EPEAT India Certification for PC & Monitor, TCO certification for Monitor & CPU , Windows, Linux Certified
Warranty	5 years onsite comprehensive warranty.

## **SECTION-E**

### **E.1 Bidding procedure:**

E.1. Offers should be made in **three** parts namely, “**Pre-qualification bid**”, “Technical bid” and “Financial bid” and in the format given in bid document. Each offer should be placed separately.

- 1) EMD details should be given in the “Pre-qualification bid”.
- 2) Tenders will be accepted only from those who have paid the tender document fee.
- 3) All correspondence should be with RGUKT contact person.
- 4) A complete set of bidding documents can be downloaded from the RGUKT’s website (i.e.[www.rgukt.ac.in](http://www.rgukt.ac.in)) or from e-procurement platform ([www.eprocurement.gov.in](http://www.eprocurement.gov.in)) and bidder has to submit the prescribed bid document price which is non-refundable in the form of Demand Draft drawn in favor of “Director, RGUKT, Basar “ and payable at Basar, along with hard copy of the bid.

### **E.2. Pre-qualification bid:**

**It shall include the following information about the firm and/or its proposal.**

1. General information on the bidder’s company in Form P-1
2. Turn over details in relevant field in Form P-2
3. List of major customers in support of turnover in Form P-3
4. Details of service centers in Telangana in Form P-4
5. Certificates like OEM ISO, Microsoft etc. in Form P-5 (Bidder’s format)
6. Manufacturer’s authorization to participate in bidding process apart from such other documents like authorization certificate for dealing in the products for which bid is submitted. (However this will not apply to Manufacturers) in Form P-6 (Bidder’s format)

### **E.3. Technical Bid:**

1. Deviation(s) to technical specification if any in Form T-1
2. Detailed technical documentation, reference to various industry standards to which the products / services included in vendor’s offer conform, and literature concerning the proposed solution in Form T-2 (Bidder’s format)
3. Other information, if any required in the bid document in Form T-3 (Bidder’s format)

### **E.4. Financial bid:**

- a. The financial bid should provide cost calculations for 5 years warranty corresponding to unit price of each item of the schedule-I in Form F-1.
- b. AMC details in Form F-2.

## **Section F**

### **Bid evaluation procedure:**

Bids would be evaluated for each schedule separately. Bidders should offer prices for all the items of Schedules and for the full quantity of an item of Schedule, failing which such bid will not be considered. Technical bid documentation should be in the prescribed format. If a vendor has any comment to offer about the procedural aspects of this tender, it should be intimated to RGUKT and get clarification before submitting bid. Nothing will be entertained in this regard after the bid clarifying date. In case the schedule or procedure of tender processing is revised, the same shall be placed on RGUKT website ([www.rgukt.ac.in](http://www.rgukt.ac.in)) and e-procurement platform ([www.eprocurement.gov.in](http://www.eprocurement.gov.in)).

#### **F.1. Opening of bids.**

The RGUKT contact person shall open the pre-qualification bid, and list them for further evaluation. The Technical bids of only those bidders who qualify in the pre-qualification stage. The Financial bids of only those bidders will be opened who qualify in the Technical bid evaluation stage will be opened.

#### **F.2. Pre-qualification bid documentation:**

The Pre-qualification bid documentation shall be evaluated in two sub-steps. Firstly, the documentation furnished by the vendor shall be examined prima facie to see if the technical skill base and financial capacity and other vendor attributes claimed therein are consistent with the needs of this project. In the second step, RGUKT may ask vendor(s) for additional information, visit to vendors site and/or arrange discussions with their professional, technical faculties to verify claims made in Pre-qualification bid documentation.

#### **F.3. Technical bid documentation**

Technical bid documentation shall be evaluated in two sub-steps. Firstly, the documentation furnished by the vendor shall be examined prima facie to see if the Product/ services offered, technical skill base and financial capacity and other vendor attributes claimed therein are consistent with the needs of this project. In the second step, RGUKT may ask vendor(s) for additional information, visit to vendors site and/or arrange discussions with their professional, technical faculties to verify claims made in technical bid documentation.

#### **F.4. Award Criterion**

Final choice of firm to execute the project shall be made on the basis of conformity to technical specifications, appropriateness of the product offered, capability of bidder to execute and service the project and appropriateness of financial offer from the point of view of cost-effectiveness over the entire maintenance period for the product/services.

## Section G

### **General instructions to bidders.**

#### **G.1. Definitions:**

1. **Tender call or invitation for bids** means the detailed notification seeking a set of solution(s), service(s), material(s) or any combination of them.
2. **Specification** means the functional and technical specifications or statement of work, as the case may be.
3. **Firm** means a company, authority, co-operative or any other organization incorporated under appropriate statute as is applicable in the country of incorporation.
4. **Bidder** means any firm offering the solution(S), service(S) and/or materials required in the tender call. The word vendor when used in the pre award period shall be synonymous with bidder and when used after award of the contract shall mean the successful bidder with whom RGUKT signs the contract for rendering of goods and services.
5. **Pre-qualification and Technical bid** means that part of the offer, that provides information to facilitate assessment by RGUKT, professional, technical and financial standing of the bidder, conformity to specifications etc.
6. **Financial Bid** means that part of the offer, that provides price schedule, total project costs etc.
7. **Three part Bid** means the pre-qualification bid, technical and financial bids submitted in RGUKT at sealed cover.
8. **Two part Bid** means the Technical bid and financial bids are submitted in RGUKT at sealed cover.
9. **Composite bid** means a bid in which the technical and financial parts are combined into one but their evaluation is sequential.
10. **Goods and services** mean the solution(s), service(s), material(s) or a combination of them in the context of the tender call and specifications.

11. The word goods when used singly shall mean the hardware, firmware component of the goods and services.
12. **Maintenance period** means period mentioned in bid document for maintaining the systems beyond warranty period.

## **G.2. General eligibility**

1. This invitation for bids is open to all firms both from within and outside India, who are eligible to do business in India under relevant Indian laws as is in force at the time of bidding subject to meeting the pre qualification criterion.
2. Bidders marked/considered by RGUKT to be ineligible to participate for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.
3. Breach of general or specific instructions for bidding, general and special conditions of contract with RGUKT or any of its user organizations may take a firm ineligible to participate in bidding process.

## **G.3. Bid forms:**

1. Wherever a specific form is prescribed in the bid document, the bidder shall use the form to provide relevant information, If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information.
2. For all other cases the bidder shall design a form to hold the required information.

## **G.4. Cost of bidding:**

1. The bidder shall bear all costs associated with the preparation and submission of its bid, and RGUKT will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.
2. Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in the rejection of its bid.

#### **G.5. Clarification of bidding documents:**

1. A prospective vendor requiring any clarification of the bidding documents may notify RGUKT contact person. Through e-mail mentioned of the RGUKT response (including an explanation of the query but without indentify the source of inquiry) will be uploaded on the RGUKT's website and e-procurement platform.
2. The concerned person will respond to any request for clarification of bidding documents which it receives not later than bid clarification date mentioned in the notice prior to deadline for submission of bids prescribed in the tender notice. No clarification from any bidder shall be entertained after the close of date and time for seeking clarification mentioned in tender call notice. It is further clarified that RGUKT shall not entertain any correspondence regarding delay or non-receipt of clarification from RGUKT.

#### **G.6.Amendment of bidding documents:**

1. At any time prior to the deadline for submission of bids. RGUKT, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bidding documents by amendment.
2. The amendments if any, shall be uploaded on RGUKT's website and e-procurement platform, and such modification will be binding on all bidders.
3. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the RGUKT, at its discretion, may extend the deadline for the submission of bids.

#### **G.7.Period of validity of bids:**

1. Bids shall remain valid for the days or duration specified in the bid document, after the date of bid opening prescribed by RGUKT. A bid valid for a shorter period shall be rejected as non-responsive.
2. In exceptional circumstances, the RGUKT may solicit the bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security shall also be suitably extended. A bidder granting the request will not be permitted to modify its bid.

#### **G.8.Submission of bids:**

1. The bidders shall submit all the bids i.e. pre-qualification, technical and commercial to RGUKT through e-procurement website. And hard copies of the documents are to be submitted by the date and time mentioned.

**G.9. Deadline for submission of bids:**

1. Bids must be submitted to RGUKT no later than the bid submission date and time specified in the tender call notice.
2. The RGUKT may, at its discretion, extend this deadline for the submission of bids by amending the tender call, in which case all rights and obligations of the RGUKT and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

**G.10. Late bids:**

Any bid not received by the RGUKT contact person by the deadline for submission of bids will be rejected and returned unopened to the bidder.

**G.11. Modification and withdrawal of bids:**

1. No bid can be modified subsequent to the deadline for submission of bids.
2. No bid can be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity. Withdrawal of a bid during this interval will result in the forfeiture of its bid security(EMD).

**G.12. General business information:**

The bidder shall furnish general business information to facilitate assessment of its professional, technical and commercial capacity and reputation.

**G.13. Bid security i.e. earnest money deposit (EMD):**

1. The bidder shall furnish, as part of its bid, a bid security for the amount specified in the tender call notice.
2. The bid security is required by RGUKT to:
  - a. Assure bidder's continued interest till award of contract and
  - b. Conduct in accordance with bid conditions during the bid evaluation process.
3. The bid security shall be in Indian rupees and shall be a bank guarantee, or an irrevocable letter of credit or cashier's certified check, issued by a reputable bank scheduled in India and having at least one branch office in Basar.
4. Unsuccessful bidder's bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by RGUKT.
5. The successful bidder's bid security will be discharged upon the bidder signing the contract, and furnishing the performance security.
6. The bid security may be forfeited:



- a) If a bidder withdraws its bid during the period of bid validity or
- b) In the case of a successful bidder, if the bidder fails:
  1. to sign the contract in time;
  - or
  2. to furnish performance security

**G.14.Preparation of Pre-qualification bid:**

It shall contain of the following parts:

1. General business information
2. Turnover details
3. Major clients' details
4. Service centre details
5. Bid Security(EMD)
6. Any other relevant information

**G.15 Preparation of technical bid**

It shall consist of the following parts.

1. Technical documentation-confirmation to technical specification etc.
2. Plan for in lab proof of concept, if required in tender call.
3. Plan for field demonstration if required in tender call
4. Detailed technical documentation, reference to various industry standards to which the goods and services included in vendor's offer conform, and other literature concerning the proposed solution, In particular, the vendors should indentify areas in which their solution conforms to open standards and areas that are proprietary in nature. Justification about proprietary components in terms of functionality and performance should be given.
5. A Statement about appropriateness of the product design and solution plan for operating conditions in India, including physical, infrastructure and human factors.
6. In the case of a bidder offering to supply goods under the contract which the bidder did not manufacture or otherwise produce, the bidder has been duly authorized by the good's manufacture or produces to supply the goods in India.
7. A Statement of the serviceable life of goods and services offered by the firm. Available sources of maintenance and technical support during the serviceable life. Available sources of spare parts. Special tools, etc. Necessary for the proper and continuing functioning of the goods and services, for the serviceable life.

**G.16 Preparation of financial bid**

**Overview of Financial bid**

1. The financial bid should provide cost calculation corresponding to each component of the project.
2. **Bid Prices**

- a. The bidder shall indicate the unit process (where applicable) and the total bid price of the goods/services it proposes to supply under the contract.
  - b. The bidder shall indicate Basic Prices and taxes, duties etc. (if required) in the form prescribed.
  - c. Bidder's separation of price components will be solely for the purpose of facilitating the comparison of bids by RGUKT and will not in any way limit the purchaser's right to contract on any of the terms offered.
  - d. Prices quoted by the bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account unless otherwise specified in the tender call. A bid submitted with an adjustable prices quotation will be treated as non responsive and will be rejected.
3. Bidder should quote all the columns in the financial bid otherwise the bid stands invalid.
  4. **Bid currency:**

Prices shall be quoted in Indian rupees

## **Section H**

### **Standard procedure for opening and evaluation of bids**

#### **H.1. Outline of bid Opening procedure**

1. The bid opening and evaluation process will be sequential in nature. Means that bidder must qualify a particular stage to be eligible for next stage. Immediately after the closing time, the RGUKT authorized person shall open the Pre- qualification bids and list them for further evaluation. The Technical bids of only those bidders who qualify in the pre-qualification bid will be opened at the date that will be informed by RGUKT. After evaluation of technical bids, the financial bids of only those bidders who qualify in technical evaluation will be opened.
2. The Standard procedure, described here will stand appropriately modified, in view of special procedures of bid evaluation as mentioned in tender call or else where in this bid document of decided by RGUKT during the course of evaluation to meet any specific situation or need arising from time to time

## **H.2 General guidelines for bid opening and evaluation:**

Bids will be in three parts (Pre-qualification, technical and financial) or two parts (Technical and financial) or composite bid (technical and financial bid together) as indicated in the tender call. For three part bids there will be three bid opening events, in tow part bid there will be two bid opening events and in case of composite bids there will be only one bid opening event. Following guidelines will generally be followed b RGUKT officers at each such event. However RGUKT may deviate from these in specific circumstances if it feels that such deviation are unavoidable. Or will improve speed of processing and consequent project execution.

### **1. Opening of Bids**

- a. Bids will be opened at the schedule time and date

### **2. Preliminary examination of Bids**

- a. Preliminary scrutiny will be made to determine where they are complete, whether any computational errors have been made, whether required sureties have been furnished, where the documents have been properly signed, and whether the bids are generally in order.
- b. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the vendor does not accept the correction of the errors, its bid will be rejected and its bid security may be forfeited, If there is a discrepancy between words and figures the amount in words will prevail.
- c. RGUKT may waive any minor informality, nonconformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- d. Prior to the detailed evaluation, RGUKT will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations.
- e. If a bid is not substantially responsive, it will be rejected by the RGUKT and may not subsequently be made responsive by the bidder by correction of the nonconformity.

### **3. Clarification of bids**

During evaluation of the bids, RGUKT may, at its discretion, ask the bidder for clarification of its bid.

### **4. Evaluation of Pre- qualification bids**

- ❖ Pre – qualification bid documentation shall be evaluated in two sub-steps.
  - a. Firstly, the documentation furnished by the vendor will be examined prima facie to see if the technical shill base and financial capacity and other vendor attributed claimed therein are consistent with the needs of this project.
  - b. In the second step, RGUKT may ask vendor(s) for additional information, visit to vendors site and/or arrange discussions with their professional , technical faculties to verify claims made in technical bid documentation

### **5. Evaluation of technical bids:**

Technical bid documentation shall be evaluated in two sub-steps

- a. Firstly, the documentation furnished by the vendor will be examined prima facie to see if the technical skill base and financial capacity and other vendor attributed claimed therein are consistent with the needs of this project.
- b. In the second step, RGUKT may ask vendor(s) for additional information, visit to vendors site and/or arrange discussions with their professional , technical faculties to verify claims made in technical bid documentation

## **6. Field demonstration**

RGUKT will identify a part or segment of the proposed project site. The concerned bidder, on demand should be able to demonstrate functional requirements as described in the specifications.

## **7. Evaluation of financial bids**

Financial bids of those vendors who satisfy all phases of the pre-qualification and technical bid and evaluation of desktops corresponding to chosen technical bid choices will only be opened. All other financial bids will be ignored. RGUKT will assess the nature of financial offers and may pursue any or all of the options mentioned under financial bid RGUKT may at its discretion discuss with vendor(s) available at this stage to clarify contents of financial offer.

## **8. General Evaluation of bids**

1. Evaluation of financial bids will exclude and not take into account any offer not asked for or not relevant to the present requirements of under.
2. Past tract record of bidder in supply/services and
3. Any other specific criteria indicated in the tender call and /or in the specifications.

## **H.3. Performance and productivity of the equipment**

Bidders shall state the guaranteed performance or efficiency in response to the specifications.

## **H.4. Contacting RGUKT**

1. Bidder shall not approach RGUKT officers outside of office hours and/or outside RGUKT office premises, from the time of the tender call notice to the time the contract is awarded.
2. Any effort by a bidder to influence RGUKT officers in the decisions on bid evaluation, bid comparison or contract award may result in rejection of the bidder's offer and bidder may also be marked as ineligible for future bids, If the bidder wishes to bring additional information to the notice of the RGUKT, it should do so in writing

## **H.5. RGUKT's right to vary quantities at time of award**

RGUKT reserves the right at the time of award to increase or decrease the quantity, as indicated in tender call, from the quantity of goods and services originally specified in the specification without any change in unit price or other terms and conditions

#### **H.6 RGUKT's right to accept any bid and to reject any or all bids**

RGUKT reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision

#### **H.7. Notification of award**

1. Prior to expiration of the period of bid validity, RGUKT will notify the successful bidder in writing, that its bid has been accepted.
2. Upon the successful bidder's furnishing of performance security, RGUKT will promptly notify each unsuccessful bidder and will discharge its bid security.

#### **H.8. Signing of contract**

1. At the same time as the RGUKT notifies the successful bidder that its bid has been accepted, the RGUKT will send the bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
2. On receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to the RGUKT.

#### **H.9. Performance Security**

1. On receipt of notification of award from the RGUKT, the successful bidder shall furnish the performance security in accordance with the conditions of contract, in the performance security form provided in the bidding documents or in another form acceptable to the RGUKT
2. Failure of the successful bidder to sign the contract, proposed in this document and as may be modified, elaborated or amended through the award letter, shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the RGUKT may make the award to another bidder or call for new bids.

#### **H.10. Corrupt, fraudulent and unethical practices**

1. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the process of contract execution and

2. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to detriment of the purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competitive levels and to deprive the Purchases or the benefits of free and open competition:
3. "Unethical practice" means any activity on the part of bidder, which try to circumvent tender process in any way. Unsolicited offering of discounts, reduction in financial bid amount, upward revision of quality of goods etc after opening of first bid will be treated as unethical practice.
4. RGUKT will reject a proposal for award and also may debar the bidder for future tenders in RGUKT, it is determines that the bidder has engaged in corrupt, fraudulent or unethical practices in competing for, or executing a contract.

## **Section – I**

### **General conditions of proposed contract(GCC)**

### **I.1. Definitions**

In this contract, the following terms shall be interpreted as indicated. Terms defined in general instruction to bidders section shall have the same meaning

- a) **“Contract”** means the agreement entered into between the RGUKT and the vendor, as recorded in the contract form signed by the parties, including all attachments and appendices there to and all documents incorporated by reference therein
- b) **“Contract price”** means the price payable to the vendor under the contract for the full and proper performance of its contractual obligations;
- c) **“Incidental services”** means those services ancillary to the supply of the goods and services, such as transportation and insurance and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the vendor covered under the contract;
- d) **“GCC”** means the general conditions of contract contained in this section.
- e) **“SCC”** means the special conditions of contract if any.
- f) **“RGUKT”** means the Rajiv Gandhi University of Knowledge Technologies.
- g) **“Purchase/User”** means ultimate recipient of goods and services
- h) **“Vendor or Bidder”** means the individual or firm supplying the goods and services under this contract.
- i) **“Project site”**, where applicable, means the place(s) where goods/services are to be made available to user.
- j) **“Day”** means calendar day
- k) **“Up time”** means the time periods where specified services with specified technical and service standards are available to user(s)
- l) **“Down time”** means the time period when specified services with specified technical and service standards are not available to user(s)

### **I.2. Application**

These general conditions shall apply to the extent that they are not superseded by provisions of other parts of the contract.

### **I.3. Standards**

The goods supplied under this contract shall conform to the standards mentioned in the specifications, and, when no applicable standard is mentioned, the authoritative standards appropriate to the goods' country of origin shall apply. Such standard shall be the latest issued by the concerned institution

### **I.4. Use of documents and information**

1. The vendor shall not, without prior written consent from RGUKT, disclose/share/use the bid document, contract, or any provision thereof, or any specification, plan drawing, pattern, sample or information furnished by or on behalf of the RGUKT in connection therewith, to any person other than a person employed by the vendor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only, so far as may be necessary for purposes of such performance.
2. The Vendor shall not, without prior written consent of RGUKT, make use of any document or information made available of the project, except for purposes of Performing the Contract.
3. All project related document (including this bid document) issued by RGUKT, other than the contract itself, shall remain the property of the RGUKT and shall be returned (in all

copies) to the RGUKT on completion of the Vendor's performance under the contract if so required by the RGUKT.

### **I.5. User license and patent rights**

1. The Vendor shall provide licenses for all software products, whether developed by it or acquired from others. In the event of any claim asserted by a third party for software piracy, the vendor shall act expeditiously to extinguish such claim. If the vendor fails to comply and the RGUKT is required to pay compensation to a third party resulting from such software piracy, the vendor shall be responsible to a compensation including all expenses, court costs and lawyer fees. The RGUKT will give notice to the vendor of such claim, if it is made, without delay.
2. The vendor shall indemnify the purchases against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the goods, software package or any part thereof.

### **I.6. Performance security**

1. On receipt of notification of award, the vendor shall furnish performance security to RGUKT in accordance with bid document requirement.
2. The performance security shall be payable to the RGUKT as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
3. The performance security shall be denominated in Indian rupees or in a freely convertible currency acceptable to RGUKT and shall be in one of the following forms:
  - a) A bank guarantee or an irrevocable letter of credit, issued by a reputed bank located in India with at least one branch office in Basar, in the form provided in the bidding document or another form acceptable to the RGUKT; or
  - b) A cashier's cheque or banker's certified cheque or crossed demand draft or pay order drawn in favor of the RGUKT.
4. The performance security will be discharged by the RGUKT and returned to the vendor not later than thirty (30) days following the date of completion of all formalities under the contract and if activities, post warranty, by the vendor is envisaged, following receipt of a performance guarantee for annual maintenance as per bid document.
5. In the event of any contract amendment, the vendor shall, within 15 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract.

### **I.7 Manuals and drawings**

1. Before the goods and services are taken over by the user, the vendor shall supply operation and maintenance manuals, (together with drawings of the goods and services where applicable).
2. The vendor shall provide complete technical documentation of hardware, firmware, all subsystems, operating systems, compiler, system software and the other software.
3. The manuals and drawings wherever applicable shall be in English or Telugu.



4. At least one set of the manuals should be supplied for each installation sites.
5. Unless and otherwise agreed, the goods and services shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the user.

### **I.8. Inspection and acceptance tests**

1. Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

- a) Inspection of the goods shall be carried out to check whether the goods are in conformity with the specifications mentioned in the bid document. Following broad test procedure will generally be followed for inspection and testing of hard ware and firm wares. The vendor will dispatch the goods to the ultimate consignee after internal inspection testing along with the supplier's inspection report, manufacturer's warranty certificate. The RGUKT will test the equipment after completion of the installation and commissioning at the site of the installation. (If site preparation is not included in the tender call or specification, the vendor should furnish all details of the site requirement to the RGUKT sufficiently in advance so as to get the works completed before receipt of the equipment.)
- b) The Inspections and tests, at the discretion of RGUKT, may be conducted on the premises of the vendor or its subcontractor(s), at point of delivery, and / or at the good's final destination. If conducted on the premises of the vendor or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspections at no charge to the RGUKT.
- c) Should any inspected or tested goods fail to conform to the specifications the RGUKT may reject the goods, and the vendor shall either replace the rejected goods or make alterations necessary to meet specifications requirements free of cost to the RGUKT/user.
- d) RGUKT' right to inspect, test and, where necessary reject the goods after the goods' arrival at user's site shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by the RGUKT or its representative prior to the goods shipment from the country of origin.
- e) Nothing in this clause shall in any way release the vendor from any warranty or other obligations under this contract.

- f) The acceptance test will be conducted by the RGUKT, their consultant or any other person nominated by the RGUKT, at its option. There shall not be any additional charges for carrying out acceptance tests. Any reduction in functional requirements, and performance specifications shall be ground for failure. Any malfunction, partial or complete failure of any part of hardware, firmware or excessive heating of hardware enclosures, motors attached to printers, drivers etc. or bugs in the software shall be grounds for failure of acceptance test. All the software should be complete and no missing modules/sections will be allowed. The vendor shall maintain necessary log in respect of the results of the tests to established to the entire satisfaction of the RGUKT, the successful completion of the test specified. And average uptake efficiency of 97% for the duration of test period (7 days) shall be considered as satisfactory.
- g) In the event of the hardware and software failing to pass the acceptance test, A period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the RGUKT reserves the rights to get the Equipment replaced by the vendor at no extra cost to the RGUKT/user.

### **I.9. Acceptance certificates**

On successful completion of acceptability test, receipt of deliverables etc, and after RGUKT is satisfied with the working of the system, the acceptance certificate signed by the vendor and the representative of the RGUKT will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the systems.

### **I.10. Packing**

1. The vendor shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
2. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the RGUKT.

## **11. Delivery and documents**

1. Delivery of the goods/services shall be made by the vendor in accordance with the terms specified in schedule of requirements. The details of shipping and / or other documents to be furnished and submitted by the vendor are specified below.

## **2. For Goods supplied from abroad:**

- a. Within 24 hours of shipment, the vendor shall notify the RGUKT and the Insurance Company by cable or telex or fax full details of the shipment including contract number, description of goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The vendor shall mail the following documents to the RGUKT, with a copy to the Insurance Company.
- b. Four copies of supplier's invoice showing goods description, quantity, unit price and total amount;
- c. 4 copies of packing list identifying contents of each package;
- d. Insurance Certificate; Manufacturer's/Supplier's warranty certificate;
- e. Inspection certificate, issued by the nominated inspection agency and the Supplier's factory inspection report; and
- f. Certificate of origin.

The above documents shall be received by the RGUKT at least one week before arrival of Goods at the port or place of arrival and, if not received, the vendor will be responsible for any consequent expenses.

## **7 For Goods from within India:**

Upon delivery of the goods to the user, the vendor shall notify the RGUKT and mail the following documents to the RGUKT:

- a) Four copies of the vendor invoice showing goods description, quantity, unit price total amount;
- b) Delivery note, or acknowledgment of receipt of goods from the user;
- c) Manufacturer's or Supplier's warranty certificate;
- d) Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report.
- e) Certificate of Origin;
- f) Insurance Policy;
- g) Excise gate pass Octroi receipts wherever applicable duly sealed indicating payments made; and
- h) Any of the documents evidencing payment of statutory taxes

The above documents shall be received by the RGUKT before arrival of the Goods (except delivery note and where it is handed over to the user with all documents) and if not received, the vendor will be responsible for any consequent expenses.

## **I.12. Insurance**

1. It is suggested that the goods supplied under the contract shall be fully insured in an freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery up to user site.

2. The insurance should be for replacement value from “ Warehouse to warehouse (final destination)” on “All Risks” valid upto 3 months till completion of delivery, installation and commissioning..

### **I.13.Transportation**

Transport of the goods to the project site(s) shall be arranged by the vendor at his cost.

### **I.14. Hardware Installation**

The vendor is responsible for all unpacking, assemblies, wiring, installations, cabling between computer units and connecting to power supplies. The vendor will test all hardware operations and accomplish all adjustments necessary for successful and continuous operation of the computer hardware at all installation sites.

### **I.15. Incidental services**

1. The vendor may be required to provide any or all the following services, including additional services:
  - a. Performance or supervision or maintenance and/or repair of the supplied goods and services, for a period of time agreed by the parties, provided that this service shall not relieve the vendor of any warranty obligations under this Contract, and
  - b. Training of RGUKT and/or its user organization personnel, at the vendor's site and/ or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied goods and services.

Prices changed by the vendor for the preceding incidental services, if any, should be indicated separately( if required) , and same will be mutually negotiated separately.

### **I.16 Spare Parts**

1. The Vendors may be required to provide any or all of the following materials. Notifications and information pertaining to spare parts manufactured or distributed by the Vendor.
2. Such spare parts as the RGUKT may elect to purchase from the Vendor, provided that this election shall not relieve the Vendor of any warranty obligations under the contract and
3. In the event of termination of production of the spare parts, an advance notification to the RGUKT of the pending termination, in sufficient time to permit the RGUKT to procure needed requirements and

4. The Vendor shall ensure availability of spares in stock at his nearest service centre for immediate delivery such spare parts as: (a) are necessary for a minimum of 5 years of operation after installation at the purchaser's sites (b) are necessary to comply with specifications.

### **I.17 Warranty**

1. The Vendor warrants that the goods and services supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The Vendor further warrants that all goods and services supplied under this contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Vendor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
2. The warranty period shall be as stated in bid document. The vendor shall, in addition, comply with the performance guarantees specified under the contract. If, for reasons attributable to the Vendor, these guarantees are not attained in whole or in part, the vendor shall, make such changes, modifications, and/or additions to the goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract at its own cost and expenses and to carry out further performance tests.
3. The equipment supplied should achieve required up time.
4. RGUKT/ user shall promptly notify the Vendor shall, within the period specified in GCC and with all reasonable speed, repair or replace the defective goods and services or parts thereof, without costs to the user.
5. If the Vendor, having been notified, fails to remedy the defects(s) within a reasonable period, the RGUKT/user may proceed to take such remedial action as may be necessary, at the vendor's risk and expense and without prejudice to any other rights which the RGUKT/user may have against the Vendor under the contract.

### **I.18 Maintenance Service**

1. Free maintenance services including spares shall be provided by the vendor during the period of warranty. User, at its discretion may ask the vendor to provide maintenance

services after Warranty period, i.e., annual maintenance and repairs of the system at the rates indicated by bidder in its proposal and on being asked so, the vendor shall provide the same. The cost of annual maintenance and repairs cost (after warranty period), which will include cost of spares replaced, shall be paid in equal quarterly installments at the end of each quarter.

2. The maximum response time for maintenance complaint from any of the destination (i.e., time required of suppliers maintenance engineers to report to the installations after a request call/telegram is made or letter is written) shall not exceed 48 hours.
3. The vendor will accomplish preventive and breakdown maintenance activities to ensuring that all hardware, and firmware execute without defect or interruption for at least required up time.
4. In case up time is less than the stipulated up time, penalty as indicated in the bid document shall be imposed on the vendor.
5. The amount of penalty if any, will be recovered at source from the performance guarantee during the warranty or from annual maintenance charges payable as the case may be.

#### **I.19 Payment**

1. The vendor's request(s) for payment shall be made to the RGUKT in writing, accompanied by an invoice describing, as appropriate, the goods/service delivered/performed.
2. Payments shall be made promptly by the RGUKT, as per terms and conditions.
3. The currency of payment will be Indian rupees.
4. Payment shall be made as indicated in Bid document.
  - a. The annual maintenance and repair cost as per separate agreement if any, shall be paid in equal quarterly installments at the end of each quarter as per the rates quoted and agreed.
5. Payment will be made through cheque/RTGS Transfer.

#### **I.20 Prices**

Prices charged by the Vendor for goods delivered and services performed under the contract shall not vary from the prices quoted by the Vendor in its bid, with the exception of any price adjustments authorized in special conditions of contract or in the request for bid validity extension, as the case may be.

### **I.21. Change orders.**

RGUKT may, at any time, by written order given to the Vendor, make changes within the general scope of the Contract in any one or more of the following:

- 7 Drawing, designs, or specifications, where Goods to be supplied under the Contract are to be specifically manufactured for the RGUKT;
- b) The method of shipment or packing;
- c) The place of delivery and /or the services to be provided by the Vendor.

If any such change causes an increase or decrease in the cost of, or the time required for, the Vendor's performance of any provisions under the contract, an equitable adjustments shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any claims by the Vendor for adjustment under this clause must be asserted within thirty(30) days from the date of the Vendor's receipt of the change order.

### **I.22 Contract amendment**

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

### **I.23. Assignment**

The Vendor shall not assign, in whole or in part, its obligations to perform under this contract, except with the prior written consent from RGUKT.

### **I.24 Subcontracts**

The Vendor shall notify the RGUKT in writing of all subcontracts awarded under the contract if not already specified in the bidder's proposal. Such notification, in the original bid or later, shall not relieve the Vendor from any liability or obligation under the contract subcontract shall be only for bought- out items and sub-assemblies.

### **I.25 Delays in the supplier's performance**

1. Delivery of the Goods and performance of the services shall be made by the Vendor in accordance with the time schedule specified by the RGUKT in the specifications.
2. If at any time during performance of the contract, the vendor or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the Vendor shall promptly notify the RGUKT in writing of the fact of the delay, its likely duration and its causes (s). As soon as practicable after receipt of the Vendor's notice, RGUKT shall evaluate the situation and may at its discretion extend the Vendor's time for performance, with or without liquidated damages.
3. A delay by the Vendor in the performance of its delivery obligations shall render the vendor liable to the imposition of appropriate liquidated damages, unless an extension of time is agreed upon by RGUKT without liquidated damages.

### **I.26 Liquidated damages**

If the Vendor fails to deliver any or all of the goods or perform the services within the time periods (s) specified in the Contract, the RGUKT shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to, as per the terms indicated in the bid document, until actual delivery or performance, subject to maximum limit. Once the maximum is reached, the RGUKT may consider termination of the contract.

### **I.27 Termination for default**

1. The RGUKT, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Vendor, may terminate the Contract in whole or in part: a. If the Vendor fails to deliver any or all of the Goods/Services within the time period(s) specified in the contract, or within any extension thereof granted by the RGUKT pursuant to Clause 25 of GCC.
  - a. If the Vendor fails to perform any other obligation(s) under the Contract or
  - b. If the Vendor, in the judgment of the RGUKT has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
2. In the event the RGUKT terminated the contract in whole or in part, RGUKT may procure, upon such terms and in such manner as it deems appropriate, goods or services similar to those undelivered, and the Vendor shall be liable to the RGUKT for any excess performance of the contract to the extent not terminated.

### **I.28 Force majeure**

1. The Vendor shall not be liable for the forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event for Force Majeure.
2. For purpose of this clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Supplier's fault or negligence and not foreseeable. Such events may include but are not restricted to, acts of the RGUKT in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
3. If a Force Majeure situation arises, the Vendor shall promptly notify the RGUKT in writing of such condition and the cause thereof. Unless otherwise directed by the RGUKT in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.



### **I.29. Termination for insolvency**

RGUKT, may at any time terminate the contract by giving 30 days written notice to the Vendor if the Vendor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the RGUKT.

### **I.30 Termination for convenience**

1. RGUKT, may at any time by giving 30 days written notice to the Vendor, terminate the Contract, in whole or in part, for its convenience. The notice of termination shall specify that termination is for the RGUKT/ Purchaser's convenience, the extent to which performance of the Vendor under the Contract its terminated, and the date upon which such termination becomes effective.
2. The goods that are completed and ready for shipment within thirty(30) days after the vendor's receipt of notice of termination shall be accepted by the RGUKT at the contract terms and prices. For the remaining Goods, the RGUKT may elect to have any portion completed and delivered at the contract terms and prices at its discretion.

### **I.31 Resolution of disputes**

1. The RGUKT and the Vendor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with contract.
2. If, after thirty (30) days from the commencement of such informal negotiations, the RGUKT and the Vendor have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified here in. These mechanisms may include, but are not restricted to, conciliation mediated by a third party.
3. The dispute resolution mechanism shall be as follows:
4. In case of a dispute or difference arising between the RGUKT and the Venodr relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, of India, 1996.

### **I.32. Governing Language**

The Contract shall be written in English or Telugu. All correspondence and other documents pertaining to the contract which are exchanged by the parties shall be written in same languages.

### **I.33. Applicable law**

The contract shall be interpreted in accordance with appropriate Indian laws.

### **I.34 Notices**

1. Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by telex, email, cable or facsimile and confirmed in writing to the other party's address.
2. A notice shall be effective when delivered or tendered to other party whichever is earlier.

### **I.35. taxes and duties**

The vendor shall be entirely responsible for all taxes, Duties, license fee Control, road permits etc. incurred until delivery of the contracted Goods/services at the site of the user or as per the terms of tender document if specifically mentioned.

### **I.36 Licensing Considerations**

The software mentioned in the Schedules or Requirement will be used throughout Telangana.

### **I.37 Protection against damages – site conditions:**

1. The system shall not be prone to damage during power failures and trip outs. The normal voltage and frequency conditions available at site are as under
  - a. Voltage 230 Volts.
  - b. Frequency 50Hz.
2. However, locations may suffer from low voltage conditions with voltage dropping to as low as 160 volts and high voltage conditions with voltage going as high as 220+20% volts. The relative humidity may range in between 5% to 95%.
3. The goods supplied under the contract should provide protection against damage under above conditions.

### **I.38 Fail-safe procedure**

The vendor should indicate in detail fail-safe procedure (s) for the following:

1. Power failure
2. Voltage variation
3. Frequency variation

### **I.39 Training:**

For each hardware and software component installed, the Vendor may be required to train the designated RGUKT and user personnel free of cost to enable them to effectively operate the total system. The training, if required, shall be given specified in the SCC at the locations specified. The training schedule will be agreed to by both parties during the performance of the Contract.

### **I.40 Site Preparation and Installation:**

The Purchaser is solely responsible for the construction of the installation sites except where it is specifically required under bid document. The bidder will designate to perform a site inspection to verify the appropriateness of the sites before the installation of every hardware related them.

**J. Special conditions of proposed contract (SCC)**

**NIL**

## **Bid letter form**

From:

(Registered name and address of the bidder.)

To:

The Director,  
Rajiv Gandhi University of Knowledge Technologies,  
Basar, Nirmal District,  
Telangana-504107.

Sir,

Having examined the bidding documents and amendments there on, we the undersigned, offer to provide services/execute the works including supply, delivery installation of hardware, firmware and software as the case may be , in conformity with the terms and conditions of the bidding document and amendments there on, for the following project in response to your tender call dated .....

Project Title:

We undertake to provide services/execute the above project or its part assigned to us in conformity with the said bidding documents for an estimated sum of Rs. .... (total bid

amount in words and figures) which may vary in options made by RGUKT, or its user organization.

If our bid is accepted, we undertake to;

1. Provide services/execute the work according to the time schedule specified in the bid document.
2. Obtain the performance guarantee of a bank in accordance with bid requirements for the due performance of the contract, and
3. Agree to abide by the bid conditions, including modifications/amendments issued if any, which remain binding upon us during the entire bid validity period and bid may be accepted any time before the expiration of that period.
4. We understand that you are not bound to accept the lowest or any bid you may receive, nor to give any reason for the rejection of any bid and that you will not defray any expenses incurred by us in bidding.

Place:

Date:

Bidder's Signature  
and seal.

## Contract form

**Contract Ref.No:-RGUKT-B/Proc/Desktops/RT05/2018, dt.02.08.2018**

THIS AGREEMENT is made on \_\_\_\_\_ day of \_\_\_\_\_ -

BETWEEN

1. The Director, Rajiv Gandhi University of Knowledge Technologies, Basar, Nirmal District, Telangana – 504107 “(hereinafter “the RGUKT”)), one part and..... (Name of Vendor a company incorporated under the laws of India and having its registered office )at ..... (City and Country of Vendor) (Hereinafter “the Vendor”) of the other part:

WHEREAS the purchaser invited bid for certain goods and ancillary services viz.,  
**Supply and Installation of \_\_\_\_\_ of supply at \_\_\_\_\_** and has accepted a bid by the Supplier for the supply of those all taxes and duties (hereinafter called as “the Contract Price”)

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of bid document referred to.

## 1. Scope of the Work

**Brief outline of the work:** To Supply & Installation of \_\_\_\_\_ at subsequent clarifications.

## 2. Contract Documents

2.1 Contract Documents

2.2

**The following documents shall constitute the contract between the User and the Supplier, and each shall be read and construed as an integral part of the contract:**

- I. Bid document Ref No. \_\_\_\_\_ Dt. \_\_\_\_\_
- II. Amendments and Modifications issued, if any( Annexure V)
- III. Proposal of the Supplier on Closed Bid & Manual Reverse auction prices (Annexure IV)
- IV. Minutes of TCPC meeting held on \_\_\_\_\_ (Annexure III)
- V. Notification of award. (Annexure II)
- VI. This Contract Agreement and the Annexure attached to the Contract Agreement
- VII. Delivery locations (Annexure VII)

### a. Order of Precedence

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the contract documents are listed in 2.1 (Contract Documents) above, provided that Schedule of **Amendments contained in Annexure VIII** shall prevail over all provisions of the Contract Agreement and the other Appendices attached to the Contract Agreement and all the other Contract Documents listed in 2.1 above.

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision the Goods and Services and the remedying of defects therein, the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5.1) Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

S.No	Solution, service, or material	QTY	Unit Price	Total Price
1.				

2.				
3.				

5.2 TOTAL VALUE : \_\_\_\_\_  
5.3 DELIVARY SCHEDULE : \_\_\_\_\_  
5.4 WARANTY : \_\_\_\_\_

5.5 SUPPLIER RESPONSIBILITY : \_\_\_\_\_  
5.6 UP TIME % : \_\_\_\_\_  
5.7 EXIT CLAUSE : \_\_\_\_\_  
5.8 PAYMENT TERMS : \_\_\_\_\_

IN WITNESS WHEREOF the Purchaser and the Supplier have caused this agreement to be duly executed by their duly authorized representatives the day and year first above written.

**For and behalf of the RGUKT**

Signed: \_\_\_\_\_  
In the capacity of Director, RGUKT, Basar.

In the presence of \_\_\_\_\_

**For and behalf of the Vendor**

Signed: \_\_\_\_\_  
In the capacity of \_\_\_\_\_, M/S. \_\_\_\_\_

In the presence of \_\_\_\_\_

Annexure				
Schedule				
Items	Configuration required	Qty	Unit Price	Total Price

	Grand Total			

## Annexure VIII

### Amendments & Other Documents

S.no	Amendment No	Date	Amendment Description

## Annexure 1

**RGUKT. Ref. No: RGUKT-B/Proc/Desktops/T05/2018, dt.02.08.2018**

### Bid Security(EMD) form

( To be issued by any Scheduled Bank in India and having at least one branch in Basar)

Whereas.....(here in after called “ the Bidder”) has submitted its bid

Dated.....(Date). For the execution of .....(here in after called “the Bid”)

KNOW ALL MEN By these present that WE.....of .....having our

Registered office at .....(hereinafter called the “Bank”) are bound

unto the Rajiv Gandhi University of Knowledge Technologies,. (hereinafter called “The RGUKT”) in

the sum of .....for which payment well and truly to be made to the said RGUKT itself,

its successors and assignees by these presents.



The conditions of these obligations are:

1. If the bidder withdraws its bid during the period of bid validity or
2. If the bidder, having been notified of the acceptance of its bid by the RGUKT during the period of bid validity
  - 1) Fails or refuses to execute the contract form if required; or
  - 2) Fails or refuses to furnish the performance security, in accordance with the bid requirement;

We undertake to pay the RGUKT up to the above amount upon receipt of its first written demand, without the RGUKT having to substantiate its demand, provided that in its demand the RGUKT will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Place:

Signature of the Bank

Date:

and seal.

## **Annexure 2**

**RGUKT Ref. NO: RGUKT-B/Proc/Desktops/T05/2018,d t.02.08.2018**

### **Performance Security form**

( To be issued by a bank scheduled in India and having at least one branch in Basar)

To:.....(Address of RGUKT)

WHEREAS.....(Name of Vendor) hereinafter called "the Vendor" has undertaken, in pursuance of contract No..... dated, .....(Date), to supply.....called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Vendor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

WHEREAS we have agreed to give the Vendor a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Vendor, up to a total of Rs.....and we undertake to pay you upon your first written demand declaring the Vendor to be in default under the Contract and without cavil or argument, any sum or sums within the limit of Rs.....( Amount of Guarantee) as aforesaid, without your needing to prove or to show ground or reasons for your demand or the sum specified therein.

This guarantee is valid until the .....day of.....(Date)

Place:  
Date:

Signature of guarantors  
and seal

### **Annexure 3 Manufacturer authorization.**

The authorization may be in the nature of letter, memorandum or certificate regularly granted by the manufacturer to its channel partners, authorized solution providers, system integrators, distributors, etc. or a specific letter issued for purposes of this bid. Such communication should include statements/ undertakings from the said manufacture to the following effect.

- 1) Guarantee and warranty coverage in respect of the goods and services manufactured by the said manufacturer shall be honored by that manufacture, their channel partners, distributors, authorized service centers as the case may be.
- 2) The manufacturer updates the bidder and their technical personnel with relevant technical literature, training and skill transfer workshops etc. on a regular basis.

- 3) The manufacturer provide back to back technical support to the said bidder on a continuing basis.
- 4) The said bidder is authorized to provide service and solutions using hardware, firmware and / or software as the case may be.
- 5) Either manufacturer or the manufacturer authorized dealer only should quote.

Note: The letter of authority should be signed by a person competent and having the power of attorney to bind the manufacturer.

### Form P-1

#### Bidder Information

1	Name of the organization	
2	Year of establishment	
3	Registered Address:	
4	Complete Postal Address	
5	Name & Designation of Authorized person	
6	Phone No.	
7	Fax No.	
8	Email	
9	Nature of the firm (Proprietary/partnership/etc...)	

10	Whether a Manufacturer ?	If yes, provide relevant document
11	Whether authorized dealer/ Service Provider?	If yes, provide relevant document
12	<b>Bank Details of the Agency:</b>	
	Bank Name	
	Bank Address	
	Bank Account Number	
	IFSC Code	
13	PAN No.	
14	TIN No.	
15	GST No.	
16	Total No. of branch offices in Telangana	
17	Total No. of Service Engineers	
18	Bid Document Fee (Non refundable)	Amount Rs. : DD No. : DD Date : Issuing Bank & Branch :
19	EMD	Amount Rs. : DD No. : DD Date : Issuing Bank & Branch :
20	Details of certificates enclosed.	

### Form P-2

Turn over details of Item/product in 2016-17 & 2017-18

S.No	Item Name	No's. sold	Amount ( Rs in Lakhs)

### Form P-3 List of Major Customers

S.No	Customer Full address	Year of supply	Item Name	Turn over Under Form P-2A(No.s.)	Turn over Under Form P-2B(No.s.)


**Form P-4**  
**Details of service centers in Telangana**

<b>S.No</b>	<b>Full Address of service center</b>	<b>Contact persons with phone No</b>	<b>No. of support engineers</b>

**FORM T-1**

<b>S.No</b>	<b>Item</b>	<b>Specification Required</b>	<b>Specification of proposed item</b>	<b>Specification Higher/Lower/ Equal</b>

**(on the official letterhead of the firm)**

## FINANCIAL BID

**Note:** Bidder should quote all the columns in the financial bid otherwise the bid stands invalid.

### Form – F1

S.No	Particulars (with make & model for the following configuration)	Qty (No's )	Unit Price Without Taxes (INR)	Taxes & Duties, etc. On Unit price	Total Unit Price (INR)	Total Price (Rs.)
1	2	3	4	5	6 (4+5)	7 (3*6)
1	Desktops with Configuration-II (Core-i7 with Graphics cards)	200				
2	Desktops with Configuration-II (Core-i7 with Graphics cards) with 64 GB RAM	40				
GRAND TOTAL						

### Form- F2

AMC Details		%
1	AMC % for 6 <sup>th</sup> Year	
2	AMC % for 7 <sup>th</sup> Year	

**Note:** 1) The bidders have to strictly follow the formats available online without any change in *Particulars & Format Nos.*  
2) In case any changes made in particulars or formats, then the same will not be considered for evaluation.

**Signature of the bidder along with seal**

## CHECK LIST

### IMPORTANT:

The Bidder must ensure that the following details in the check list are furnished along with the bid document **(IN THE SAME ORDER)**. The bidder must also carefully go through all the contents of the BID Document and any additional information/ documents, required more than the items listed in the check list below, also shall have to be furnished. Non-furnishing of any required information/ document as per the Tender Document will lead to rejection of the bid.

S.No	Particulars	Name of the file uploaded	Page Number
<b>PRE-QUALIFICATION:</b>			
1	Tender Processing Fee of Rs.10,000/- by way of DD		
2	EMD of Rs.3,00,000/- by way of DD/BG		
3	Bidder Information Sheet		
4	Firm Registration Certificate		
5	<b>Form-P1</b> General Information about Bidders company		
6	Bid letter form		
7	Bidding firm should have a financial turnover of Rs.4.00 Crore & above in each of the last three financial years (2016-17 & 2017-18) [The bidder should submit audited balance sheets along with CA certificate].		
8	The bidder should have a minimum total sales of Desktops 400 No's during the last two financial years i.e. 2016-17 & 2017-18. <b>[Purchase order copies and Satisfactory reports to be enclosed]</b>		
9	<b>Form-P2A &amp; Form-P2B</b> <b>Details of the sales in support of turnover</b>		
10	<b>Single installation of 250 no's of Desktops</b> of the same make quoted by the vendor that they intend to supply over the period of last two financial years. Proof to this extent should be submitted by authentic purchase orders and installation & service report from the organization where the Laptops are installed.		
11	Satisfactory Performance Certificate from parties for the past supplies during 2016-17 & 2017-18		
12	<b>Form-P3</b> List of major clientele along with Complete address and contact		

	details		
13	<b>Form-P4 ::</b> Details of the Service Centres		
14	<b>Form-P5 (Bidder's Format)</b> Certificates like OEM ISO, Microsoft, etc.		
15	<b>Form-P6 (Bidder's Format)</b> Manufacturer's Authorization to participate in bidding process apart from such other documents like authorization certificate for dealing in the products for which bid is submitted (however this will not apply to Manufacturers)		
16	Power of Attorney (If applicable)		
17	Letter of Undertaking for Non-blacklist		
<b>TECHNICAL :</b>			
18	<b>Form-T1</b> Deviations(s) to technical specifications (if any)		
19	<b>Form-T2 (Bidder's Format)</b> Detailed technical documentation, reference to various industry standards to which the products/services included to which the products / services included in vendor's offer conform, and literature concerning the proposed solution.		
20	<b>Form-T3 (Bidder's Format)</b> Other information, if any required in the bid document		
22	Any other information/documents that are required in the bid document		

**NOTE: All pages of the bid documents must be serially numbered and signed.**