

**Department of Secondary Education, Rajasthan**

Bikaner -334001

Tel: 0151-2541451 Tele-Fax: 0151-2201861

**Tender Document**

For

Supply, Installation & Commissioning of  
Computer Hardware and Software , Local Area Networking, etc.  
Directorate of Secondary Education Bikaner

NIT No. Shivira/Sec/Accounts/D-2/28013/12

Dated : 17/01/2013

<b>Last Date &amp; Time of Submission of Bid</b>	14/02/2013, 1.00 PM
<b>Place, Date &amp; Time of Opening of Technical Bid</b>	Directorate of Secondary Education Rajasthan, Bikaner 14/02/2013 at 3.00 PM

Cost of Tender Document: Rs. 1000/- Only (Rupees One Thousand Only)

<b>Name of the Bidding Company/ Firm:</b>			
<b>Contact Person(Authorised Bid Signatory ):</b>			
<b>Correspondence Address:</b>			
<b>Mobile No.</b>		<b>Telephone &amp; Fax Nos.:</b>	
<b>Website &amp; E-Mail:</b>			

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**Department of Secondary Education, Rajasthan, Bikaner**

NIT No. Shivira/Sec/Accounts/D-2/28013/12


Dated: 16/01/2013

17/1/13

**Short Term Notice Inviting Tender**

Department Secondary Education, Government of Rajasthan intends to procure Computer Hardware and Software, Local Area Networking equipments, etc. Therefore, this Department invites bids from the eligible bidders for Supply & Installation of Computer Hardware and Software, Local Area Networking etc. The bidder will be required to submit their technical and financial proposals in two separate envelopes. The details are as under:

Cost of Tender Document (non-refundable)	1000 (Rupees One Thousand Only)
Estimated cost of Hardware	18.00 Lacs (Rupees Eighteen Lacs)
Earnest Money Deposit (EMD)	0.36 lacs (Rupees Thirty six Thousand Only)
Publishing Date & Time of Tender Document	21/01/2013 at 5.00 PM
Pre-Bid Meeting Date, Time and Place	28/01/2013 at 3.00 PM at at Directorate of Secodnary Education Bikaner
Bid Submission Date & Time	14/02/2013, 1.00 PM
Technical Bid Opening Date & time	14/02/2013 at 3.00 PM at Directorate of Secodnary Education Bikaner
Date & time of opening of Financial bid	Will be intimated later to the Technically qualified Bidders.
Websites for downloading Tender Document, Corrigendum's Addandums etc.	www.rajshiksha.gov.in
In case any bidder fails to submit the original Demand Draft/Banker Cheque of Tender Cost, Earnest Money and processing fees up to 3.00 PM 14/02/2013 the Technical Bid of the Bidder shall not be opened. The Demand Draft/Banker Cheque of Tender Fees & Earnest Money should be of Schedules bank drawn in favour of The Director, Secondary Education, Rajasthan, Bikaner..	
Note: The tendering authority reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the bidders	

  
Director  
Secondary Education  
Rajasthan, Bikaner

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**Chapter 2**

**Bill of Material**

S. No	ITEM	Qty (Nos.)	Estimated Value (INR)	EMD (INR)	Delivery (from the date of work order)
1	Desktop Computers i5	20	Rs. 18.00 lacs	Rs. 0.36 lacs	30 Days
2	Laser Printer	14			
3	MFP	10			
4	UPS 800 VA	31			
5	MS Office 2010 Std With License	20			
6	1 Port Fast Ethernet card	1			
7	Switch 24 port. managed L3	1			
8	Switch 24 port L2	4			
9	SFP Transceiver 1000 base	4			
10	SFP Transceiver 100Base	6			

The Tendering authority has right to place complete or partial order and increase or decrease the quantity of the items.

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### Chapter 3 Eligibility Criteria

**1) Legal Requirements/ Compliance:**

- a) The Bidder must be a proprietorship firm/ partnership firm/ registered company under Company Registration Act of India 1956 engaged in trade or business.
- b) The Applicant should be an Original Equipment Manufacturer or an authorized system integrator (reseller/ distributor/ dealer) for sale, support and services of the OEM in India. The bidder must attach Manufacturing Authorization Format for the quoted product from respective OEM. (Annexure-1)
- c) The Bidder must submit below mentioned documents: -
  - i. VAT/ Sales Tax registration certificate and clearance Certificate for the assessment year 2011-12. The Bidder must have valid Rajasthan VAT Registration Certificate at the time of submission of Bid in case the firm mentioned Rajasthan VAT in financial Bid.
  - ii. ITR of Financial Year 2011-2012
  - iii. Pan Card number(Bidder should provide a self attested copy of all the above-mentioned certificates along with the Technical bid as proof).

**2) Technical Requirements/ Compliance:**

1. The bidder should have done one projects having value of Rs. 20 Lacs or higher or must have done two project having value of Rs. 10 Lacs each or higher or must have done three projects having value of Rs. 7 Lacs or higher which involves supply & installation of ITC equipments including Desktop Computers or LAN during last five years from last date of submission of Bid. The bidder should provide purchase order copy for the same along with satisfactory completion certificate from the user. Multiple work orders under the same tender may be considered as one project.
2. The bidder should have support engineers on company payroll at Bikaner. The list of such employees is to be enclosed along with Technical bid.

**3) Financial Requirements/ Compliance:**

1. The Bidder should deposit Earnest money along with the Technical bid. Tenders will not be accepted without the specified earnest money .
2. The Bidder must have a minimum average turnover of Rs. 50.00 lacs annually during the last three financial years (2009-2010, 2010-2011 & 2011-12) consecutively from selling of ITC equipments. Attested & audited copy of the company's annual audited report and/or CA certificate must be attached along with the technical bid.
3. The Bidder should have positive net worth in each of the last three financial years (i.e. 2009-2010, 2010-11& 2011-12). Copy of annual Audited balance sheets for the last three financial years (i.e. 2009-2010, 2010-11, & 2011-12) and CA Certificate indicating net worth of the company during the financial year 2009-2010, 2010-11 &, 2011-12 should be enclosed along with the registration number of the CA.

**4) Other Requirements/ Compliance:**

1. The Bidder should not be black listed by Government of India, any state government or PSUs/ departments. In such case the bidder's offer shall not be considered.
2. The bidder should submit an undertaking on their letterhead regarding the fairness of the documents submitted in support of their claim while submitting the bids.
3. The bidder is required to quote only single option for the required item.
4. The Bidder is required to submit all requisite documents along with Tender failing which their Tender may liable for rejection.
5. The Bidder is required to submit a Undertaking of Authencity of Hardware Equipments as per Annexuer - 4

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6. Selection of vendor for Supply, Installation & Commissioning of Computer Hardware and Software , Local Area Networking, etc. at Secondary Education Department is a two stage bidding process where in eligible bidders shall submit their technical bids and financial bids separately.
  - a. Technical bids will be evaluated for all the bidders.
  - b. Financial bids will be opened only for those bidders who technically qualified.
  - c. Financial bids for the technically disqualified bidders will not be opened

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**Chapter 4**

**CHECK LIST**

S.No.	Eligibility Criteria for the bidder	Details along page numbers of relevant documents
1.	Tender form on Bidder's Letter head in the format given in the Chapter -7 of this document.	
2.	Authorization certificates (as per Annexure-1)	
3.	Undertaking (As per Annexure 4)	
4.	Annual turnover (Operating Revenue + Other Revenue averaged)	
	2011-2012	
	2010-2011	
	2009-2010	
5.	The bidder should have done one projects having value of Rs. 20 Lacs or higher or must have done two project having value of Rs. 10 Lacs each or higher or must have done three projects having value of Rs. 7 Lacs or higher which involves supply & installation of ITC equipments including Desktop Computers or LAN during last five years from last date of submission of Bid. The bidder should provide purchase order copy for the same along with satisfactory completion certificate from the user.	
6.	Have you ever been blacklisted by any State or Central Government in India? If Yes, then kindly furnish the details along with the copy of the relevant letter/ docs else submit an undertaking to this effect dully attested by the Notary.	
7.	VAT/Sales Tax Registration No. along with Tax Clearance Certificate	
8.	Copy of Tender Document duly sealed & signed by Authorized Signatory	
9.	Undertaking on their letterhead regarding the fairness of the documents	
10.	Details of EMD	Type : _____ Number : _____ Date: _____

Please indicate Page no of related document / proof otherwise bid may be treated as cancelled.

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**Chapter 5****DISQUALIFICATION OF BIDS**

Tendering authority may at its sole discretion and at any time during the processing of bid, disqualify any bidder/ bid from the bid process if the bidder: -

- I. Has not submitted the bid in accordance with the bidding document.
- II. Does not meet the minimum eligibility criteria as mentioned in the bidding document.
- III. During validity of the bid or its extended period, if any, increases his quoted prices.
- IV. Has imposed conditions in his bid.
- V. Has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- VI. Has submitted the bid after due date and time.
- VII. Is found to have a record of poor performance such as abandoning work, not properly completing the contract, inordinately delaying completion, being involved in litigation or financial failures, etc.
- VIII. Has submitted bid which is not accompanied by required documentation and Tender Document Fees. Earnest Money Deposit (EMD).
- IX. Has failed to provide clarifications related thereto, when sought.
- X. Has submitted more than one bid. This will cause disqualification of all bids submitted by such bidders.
- XI. Who is found to canvass, influence or attempt to influence in any manner for the qualification or selection process, including without limitation, by offering bribes or other illegal gratification shall be disqualified from the process at any stage.



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**Chapter 6****TERMS OF PAYMENT**

The payment to the bidder shall be made as under:

<b>S.No.</b>	<b>% Payment</b>	<b>Condition/ Event</b>
1.	100 %	On delivery, inspection & installation of items

**Note:**

- No Advance payment shall be made.
- Payment would be made for actual ordered quantity supplied and installed

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**Chapter 7**  
**Tender Form**  
**(ON THE LETTER HEAD OF THE TENDERER)**

## I. Addressed to:

a.	Name of the tendering authority	Director
b.	Address	Department Secondary Education, Bikaner (Rajasthan) – 334001
c.	Telephone	0151-2522238
	Tele-Fax	0151-2201861

## II. NIT Reference: Shivira/Sec/Accounts/D-2/28013/12

Dated 16/01/2013

## III. Other related details: -

1.	Name of Bidder				
2.	Name & Designation of Authorized Signatory				
3.	Registered Office Address				
4.	Type of Firm	Public Limited	Private Limited	Partnership	Proprietary
	Put Tick( ✓ ) mark				
5.	Details of TIN & PAN Number				
6.	Telephone Number(s)/ Mobile				
7.	Website				
8.	Fax No.				
9.	Email Address				

IV. We agree to abide by all the conditions mentioned in this Tender Document issued by the Tendering Authority and also the further conditions of the said Tender Notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein)

V. The rates for the supply of items mentioned as prescribed are given separately in the financial bid.

VI. The rates quoted are applicable up to 180 days from the date of submission of Bid. The validity can be extended with mutual agreement. Following documents are attached towards the proof of fees deposited.

Sno.	Particular	Number	Dated	Bank
1.	Tender Fees Rs DD/ Banker's Cheque (in favor of Director Secondary Education payable at Bikaner)			
2.	Earnest Money Rs. DD/ Banker's Cheque (in favor of Director Secondary Education payable at Bikaner)			

## IX. Tax Clearance Certificates:

Sno.	Type of Tax	Whether tax clearance certificate enclosed (Yes/No)	Certificate Number
1.	VAT		
2.	CST		

X. The details of items to be procured, place of inspection, delivery, installation & on-site warranty is given below :

- Items: As per details given in Chapter 2.
- Specification: As per Chapter 10
- Delivery & Installation: All the items would be delivered and installed at Directorate of Secondary Education, Bikaner with in a period of 30 Days (from the date of work order).

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4. Place of Inspection: Directorate of Secondary Education, Bikaner
5. On-Site Warranty: Three Year from the Date of Installation

**XI. We accept payment schedule as per details given below for hardware:**

S.No.	%age of payment	Condition/ Event
1	No Advance payment shall be made.	
2.	100%	On successful Delivery and Inspection at Directorate of Secondary Education, Bikaner

Note. Remittance charge on payment made shall be borne by the bidder.

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**Chapter 8**

**Terms and Conditions of Tender**

**Note: Bidders should read these conditions carefully and comply strictly while sending/submitting their tenders.**

1. **"Tenders by Manufacturer/ Distributor/ bonafide dealers"**: Tenders shall be given only by Manufacturer/distributors/bonafide dealers in the goods. Proof of authorization by the manufacturer or country distributor in India, in the prescribed format at Annexure-1 shall invariably be enclosed. This could be a dealer of their own or through their business associates/ franchisee.
2. Any Change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the purchase officer and such change shall not relieve any former member of the firm, etc., from any liability under the contract
3. No new partner/ partners shall be accepted in the firm by the contractor in respect of the contract unless he/they agree to abide by all its terms, conditions and deposits with the purchase officer a written agreement to this effect. The contractor's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.
4. **Sales Tax Registration and Clearance Certificate**: No Dealer who is not registered under the Sales Tax Act prevalent in the State where his business is located shall tender. The Sales Tax Registration Number should be quoted and a sales tax clearance certificate from the Commercial Taxes Officer of the Circle concerned shall be submitted without which the tender is liable to rejection.
5. Tender forms shall be filled in ink or typed. No tender filled in pencil shall be considered. The bidder shall sign the tender form at each page and at the end, in token of acceptance of all the terms and conditions of the tender.
6. Rates shall be written both in words and figures. There should not be errors and/or over-writings. Corrections if any, should be made clearly and initialed with dates. The rates should mention element of the Rajasthan State Sales Tax and Central Sales Tax separately.
7. All rates quoted must be FOR destination/site where the computer systems and allied items are to be installed, and should include all incidental charges. In case of local supplies the rates should include all taxes, etc., and Department of Secondary Education will not pay any cartage or transportation charges.
8. **Comparison of Rates:**
  - a. In comparing the rates tendered by firms outside Rajasthan and those in Rajasthan but not entitled to Price Preference under the Rules, the element of Rajasthan Sales Tax shall be excluded whereas that of Central Sales Tax shall be included.
  - b. While comparing the rates in respect of firms within Rajasthan, The element of Rajasthan Sales Tax shall be included
9. **Price Preference:**

Price Preference will be given to the goods produced or manufactured by Industries of Rajasthan over goods produced or manufactured by Industry from outside Rajasthan, large and medium Industries in Rajasthan and from outside Rajasthan as per Purchase of Stores (Preference to Industries of Rajasthan ) Rule, 1995.
10. **Validity**: Tenders shall be valid for a period of 180 days from the date of opening of tender.
11. The approved supplier shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the goods to be supplied. If he has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc , the bidder shall, before signing the contract, refer the same to the Purchase Officer and get clarifications.
12. The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.
13. **Specifications:**
  - a. All articles supplied shall strictly conform to the specifications, trademark laid down in the tender form and wherever articles have been required according to ISI/ISO/other

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- specifications/certifications, those articles should conform strictly to those specifications/certifications.
- b. The supply shall be of very best quality and description. The decision of the purchase officer/ purchase committee whether the articles supplied conforms to the specifications shall be final and binding.
- 14. Inspection:**
- a. The Purchase Officer or his duly authorized representative shall at all reasonable time have access to the suppliers premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/ equipment/ machineries during manufacturing process or afterwards as may be decided.
- b. The bidder shall furnish complete address of the premises of his office, go-down and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose. In case of those dealers who have newly entered in business, a letter of introduction from their bankers will be necessary.
- 15. Rejection:**
- a. Articles not approved during inspection or testing shall be rejected and will have to be replaced by the bidder at his own cost within the time fixed by the Purchase Officer.
- b. If, however, due to exigencies of Government work, such replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an opportunity to the bidder of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
16. The bidder shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail and road or air and delivery of the material in the good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the bidder shall be liable to make good such loss and shortage found at the checking/ inspection of the material by the consignee. No extra cost on such account shall be admissible.
17. The rejected articles shall be removed by the bidder within 15 days of intimation of rejection, after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit at the bidder's risk and on his account.
18. The Contract for the supply, can be repudiated at any time by the Purchase Officer, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.
19. Direct or indirect canvassing on the part of the bidder or his representative will be a disqualification.
- 20. Delivery & Installation:**  
The bidder whose tender is accepted shall arrange to supply the ordered material as per specifications within a period of 30 days from the date of issue of supply order.
- 21. Warranty/ Guarantee Clause :**
- a. The bidder would give comprehensive onsite warranty/guarantee that the goods/stores/articles would continue to conform to the description and quality as specified for a period of **Three year on supplied items** from the date of installation of the said goods/ stores/ articles to be purchased and that notwithstanding the fact that the purchaser may have inspected and/or approved the said goods/stores/article, if during the aforesaid period of **Three years on supplied items**, the said goods/ stores/ articles be discovered not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final and conclusive), the purchaser will be entitled to reject the said goods/ stores/ articles or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods/articles/ stores will be at the seller's risk and all the provisions relating to rejection of goods etc., shall apply. The bidder shall if so called upon to do, replace the goods etc., or such portion thereof as is rejection by Purchase Officer, otherwise the bidder shall pay such damage as may arise by the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.

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- b. In case of machinery and equipment also, guarantee as mention in clause (a) above the bidder shall during the guarantee period replace the parts if any and remove any manufacturing defect if found during the above said period so as to make machinery and equipments operative. The bidder shall also replace machinery and equipments in case it is found defective which cannot be put to operation due to manufacturing defect, etc.
- c. In case of machinery and equipment specified by the Purchase officer the bidder shall be responsible for carrying out annual maintenance and repairs on the terms and conditions as may be agreed. The bidder shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of machinery and equipments whether under their annual maintenance and repairs rate contract or otherwise. In case of change of model he will give sufficient notice to the Purchase Officer who may like to purchase spare parts from them to maintain the machinery and equipments in perfect condition.
22. **Extent of quantity-Repeat order:** If the order is placed in excess of the quantities shown in the tender notice; the bidder shall be bound to meet the required supply. Repeat orders may also be placed on the rates and conditions given in the tender provided that the repeat orders are up to 50% of the quantity originally purchased and the period is not more than one month from the date of expiry of last supply (i.e., delivery). If the bidder fails to do so the Purchase Officer shall be free to arrange for the balance supply by limited tender or otherwise and the extra cost incurred shall be recoverable from bidder.
23. If the Purchase officer does not purchase any of the tendered articles or purchases less than the quantity indicated in the tender form, the bidder shall not be entitled to claim any compensation.
24. **Earnest Money:** Tender shall be accompanied by an earnest money as per details given at NIT, without which tenders will not be considered. The amount should be deposited in the form of Bank Draft/ Bankers Cheque of the scheduled Bank (drawn) in favor of Director Secondary Education, payable at Bikaner.
- a. **Refund of earnest money:** The earnest money of unsuccessful bidder shall be refunded soon after final acceptance of tender & placing order to successful bidder.
- b. The Central Government and Government of Rajasthan Undertakings need not furnish any amount of earnest money.
- c. The earnest money/ security deposit lying with Department/ office in respect of other tenders awaiting approval or rejected or on account of contracts being completed will not be adjusted towards earnest money/ security money for the fresh tenders. The earnest money may however, be taken into consideration in case tenders are re-invited.
25. **Forfeiture of earnest money:** The earnest money will be forfeited in the following cases:
- a. When bidder withdraws or modifies the offer after opening of tender but before acceptance of tender.
- b. When bidder does not execute the agreement if any, prescribed within the specified time.
- c. When the bidder does not deposit the security money after the supply order is given.
- d. When he fails to commence the supply of the items as per supply order within the time prescribed.
26. **Agreement and Security Deposit :**
- a. Successful bidder will have to execute an agreement on a Non-Judicial Stamp of Rs. 5000/- within a period of 10 days from the date of work order and deposit security equal to 5% of the value of stores prior to signing of agreement.
- b. The earnest money deposited at the time of tender will be adjusted towards security amount. The Security amount shall in no case be less then earnest money.
- c. The form of security money shall be Bank Garauntee
- d. The security money shall be refunded immediately after expiry of satisfactory warranty period and provided there is no breach of contract on the part of supplier.

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27. **Exemption from Security Deposit**  
Central Government and Government of Rajasthan's Undertakings will be exempted from furnishing security amount.
28. **Forfeiture of Security Deposit:** Security amount in full or part may be forfeited in the following cases :-
- When the terms and conditions of contract is breached.
  - When the bidder fails to make complete supply satisfactorily.
  - Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of the Purchase Officer in this regard shall be final.
29. The bidder shall pay the expenses of stamp duty for execution of agreement. Draft Agreement is enclosed at Annexure-3 .
30. **Insurance:** The goods will be delivered at the destination go-down in perfect condition. The supplier, if he so desires may insure the valuable goods against loss by theft, destruction or damage, by fire, flood, under exposure to whether or otherwise viz., (war, rebellion, riot, etc.,) The insurance charges will be borne by the supplier and Tendering Authority will not be required to pay such charges if incurred.
31. **Payments :**
- No Advance Payment will be made.
  - Unless otherwise agreed between the parties payment for the delivery of the stores will be made on submission of bill in proper form by the bidder to the Purchase Officer as per the details given at Chapter 6 of the tender document.
  - All remittance charges will be borne by the bidder.
  - In case of disputed items, 10 to 25% of the amount shall be withheld and will be paid only after settlement of the dispute.
  - Payment in case of those goods which need testing shall be made only when such test have been carried out, test results received confirming to the prescribed specification.
32. The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the successful bidder shall arrange supplies within the specified period.
33. **Liquidated damages:** In case of extension in the delivery period/ completion with liquidated damages the recovery shall be made on the basis of following percentages of value of Stores / work completion which the bidder has failed to supply/ complete the work: -
- | No | Condition   | LD %   |
|----|---|--------|
| a. | Delay up to one fourth period of the prescribed delivery period / completion of work              | 2.5 %  |
| b. | delay exceeding one fourth but not exceeding half of the prescribed period / completion of work   | 5.0 %  |
| c. | delay exceeding half but not exceeding three fourth of the prescribed period / completion of work | 7.5 %  |
| d. | Delay exceeding three fourth of the prescribed period / completion of work                        | 10.0 % |
- Fraction of a day in reckoning period in supplies shall be eliminated if it is less than half a day.
  - The maximum amount of liquidated damages shall be 10%.
  - If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
  - Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the bidder.
34. **Recoveries:** Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinarily be made from bills. Amount may also be withheld to the extent of short supply, breakage, rejected articles and in case of failure in satisfactory replacement by the supplier along with amount of liquidated damages shall be recovered from his dues and security deposit available with the department. In case recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.
35. Bidders must make their own arrangements to obtain import Licence, if necessary.

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36. If a bidder imposes conditions, which are in addition to or in conflict with the conditions mentioned herein, his tender is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of tender issued by the Purchase Officer.
37. The Purchase Officer/Tendering Authority reserves the right to accept any tender not necessarily the lowest, reject any tender without assigning any reasons and accept tender for all or anyone or more of the articles for which bidder has been given or distribute items of stores to more than one firm/supplier.
38. If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the Parties to the Director, Secondary Education, Government of Rajasthan who will appoint his senior most deputy as the **Sole Arbitrator** of the dispute who will not be related to this contract and whose decision shall be final.
39. Income Tax may be deducted at source as per rules
40. All legal proceedings, if necessary arises to institute may by any of the parties (Department of Secondary Education or Contractor) shall have to be lodged in courts situated in Bikaner and not elsewhere.
41. All the terms & condition accepted under Hardware/mentioned under networking category shall be binding for all the vendors.
42. The Tendering authority has right to place complete or partial order and increase or decrease the quantity of the items.
43. The bidder shall furnish the following documents at the time of execution of agreement:-
  - I. Attested copy of Partnership Deed in case of Partnership Firms.
  - II. Registration Number and year of registration in case partnership firms is registered with Registrar of Firms.
  - III. Address of residence and office, telephone numbers in case of Sole Proprietorship.
  - IV. Registration issued by registrar of Companies in case of Company.



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**Chapter 9**  
**Scope Of Work**

The scope of work for the Successful bidder will be as under:

1. **Supply & Installation:** The Successful bidder is required to supply, install, and integrate the items/ third party software to be supplied under this tender at the Directorate of Secondary Education or elsewhere and has to provide 3 years comprehensive onsite warranty for the items supplied and installed.
2. **System Integration:** The vendor is also required to carry out following major tasks:
  - a) The Supplier is required to integrate the supplied items with existing equipments installed at department.
  - b) Installation and configuration of Operating system and any other system software required to operate servers with optimum use and updating with latest service packs/ patches.
  - c) DHCP Configuration, Integration of the equipments with the exiting LAN network
3. **Documentation:** The Supplier shall provide proper documentations of all components and for all the installation, commissioning procedures and configurations parameters within 10 days of the commissioning & integration of equipment .
4. **Maintenance support services (MSS):**
  - a) Bidder shall provide complete onsite warranty for a period of three years.
  - b) The Supplier shall provide comprehensive Maintenance Support Services (MSS) for supplied Hardware and third party software infrastructure onsite. This involves comprehensive maintenance of all component covered under the contract, including repairing, replacement of parts, modules, sub-modules, assemblies, sub-assemblies, spares part, updating, security alerts and patch uploading etc. to make the system operational. This will include preventive maintenance & corrective maintenance
5. **Preventive Maintenance Services:**
  - a) The supplier shall conduct preventive maintenance (including inspection, cleaning of the equipment, testing, satisfactory execution of all diagnostics, necessary repairing of the equipment etc) at least once in a quarter, in addition to the normal maintenance required.
  - b) Performance tuning.
  - c) Trouble shooting of all supplied component (hardware/ software) etc.
  - d) Check, Repair/ replace any loose contacts in the cables/ connectors & connections.
  - e) Cleaning and removal of dust and dirt from the interior and exterior of the equipment.
  - f) Preventive Maintenance Activities of components as per their manufactures' recommendation/ advice.
  - g) The Preventive Maintenance shall be carried out between 10 AM to 6 PM only under intimation to Purchaser
6. **Corrective Maintenance Services:**
  - a) Reinstallation/ Reconfiguration of Server/ Database, restoration of data, resizing, partitioning and uploading & install latest service packs/ patches of OS, RDBMS and other components.
  - b) Department may lodge complaints by any modes i.e. Phone, e-Mail, Post. SI shall provide a complaint number for each complaint and has to resolve the problem with in the stipulated period as mentioned in this tender document.
7. **Configuration Management Services:**
  - a) The vendor shall maintain complete configuration (in hardcopy & softcopy) details of all the items supplied and installed by him.

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- b) The vendor shall define change management procedures and also ensure that no unwarranted changes are carried out. Any changes shall be incorporated with prior approval of the purchaser.
  - c) The Vendor shall do proper version management of these configurations as they are bound to change from time to time.
  - d) These configurations shall not be accessible in general and must be kept confidential.
8. **Tie up with OEM/ Manufacturer:** The bidder should have back-to-back agreement with OEM/ Manufacturer as specified in tender, for complete onsite warranty support for a period of three years. It is the responsibility of the Supplier to provide certification of OEM/ Manufacturer for complete support for the period of three years.

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**Chapter 10**  
**Technical Specifications**

Item No. – 1: Desktop			
Item	Description of Requirement	Compliance / Deviations	Page No. where the specs are attached
<b>Model Offered</b>	<b>Mention Make →</b>		
<b>Make Offered</b>	<b>Mention Model →</b>		
Mandatory Certifications	OEM – ISO 9001 Manufacturer, Certified on supplied OS, UL certification		
Processor	Intel Core i5-3570 (3.10 GHz, 6 MB L3 cache) or higher		
Chipset	Intel H61 or better on original Intel/ OEM motherboard		
Memory	4 GB 1333 DDR3 RAM		
HDD	500 GB 7200 Serial ATA HDD or higher		
Monitor	47 cm (18.5 inch) TFT Digital Colour Monitor TCO'05 Certified		
Bays	Min. 4 nos.		
Keyboard	Mechanical Keyboard		
Mouse	Two button Optical Scroll Mouse		
Optical Device	DVD RW (Min. 24x) or higher		
Cabinet	Mini Tower / SFF		
Dust Cover	Quality dust cover for Monitor, CPU, Keyboard, Mouse		
USB	Min. 6 USB (min. 2 in front, 4 in rear)		
Network Features	10/100/1000 on board integrated network port		
Ports	Minimum 1 Serial, 1 Parallel, 2 PS/2		
Multimedia	Integrated Audio and Graphic Controller		
Power Management	ACPI (Advanced Configuration and Power Management Interface)		
Operating System	Latest Genuine Microsoft Windows 7 (32 Bit) Professional(SP1) with Media and documentation (With recovery CD as case may be) and certificate of authenticity		
Office Suite	MS Office 2011 Std with licence One Media		
Antivirus	Latest Kaspersky/ Quickheal/ Trend Micro/ Symantec Internet Security (With support for 3 years including all updates/patches for 3 years from the date of commissioning)		

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<b>Item No. – 2: Laser Printer</b>			
Item	Description of Requirement	Compliance / Deviations	Page No. where the specs are attached
<b>Model Offered</b>	<b>Mention Make →</b>		
<b>Make Offered</b>	<b>Mention Model →</b>		
Print Speed	22 PPM (A4) or higher		
Resolution	600X600 dpi or higher		
Interface	USB & power cable		
Memory	Min. 8 MB or higher		
Processor	266 MHz or higher		
Duty Cycle	8000 Pages or higher		
Duplex print option	Yes		
Compatible Operating systems	All Windows Operating System		
Accessories	USB & power cable		

<b>Item No. – 3: Laser Multifunction Printer</b>			
Item	Description of Requirement	Compliance / Deviations	Page No. where the specs are attached
<b>Model Offered</b>	<b>Mention Make →</b>		
<b>Make Offered</b>	<b>Mention Model →</b>		
Print speed	25 ppm (A4) or higher		
Print Resolution	600 x 600 dpi or higher		
Duty cycle (monthly)	8000 pages or higher		
Duplex print option	Yes		
Features	Print, Copy, Scan & Fax		
Network Enabled	Yes (min 10/100 mbps)		
Energy Star	Yes		
Standard memory	Min. 64 MB or higher		
Compatible operating systems	All Windows Operating System		
Accessories	USB & power cable		

<b>Item No. – 5: UPS 800 VA Line-interactive</b>			
Item	Description of Requirement	Compliance / Deviations	Page No. where the specs are attached
<b>Model Offered</b>	<b>Mention Make →</b>		
<b>Make Offered</b>	<b>Mention Model →</b>		
Mandatory	- ISO 9001 Series Manufacturer,		

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Certification	- Valid Test Certificate from any Govt. Approved Test/ Certifying Agency on Tendered Specs.		
Capacity	800 VA		
No. of Sockets	Min. 3 sockets for connecting devices.		
Battery Make	ISO 9001 and ISO 14001 certified		
Battery backup	30 minutes on full load with Internal batteries (i.e. housing of the batteries should be within UPS)		
Cables	With necessary cable and plug		

Item No. – 6: Fast Ethernet Card			
Item	Description of Requirement	Compliance / Deviations	Page No. where the specs are attached
Model Offered	Mention Make →		
Make Offered	Mention Model →		
	1 Port Fast Ethernet High Speed WAN interface Card for CISCO 3800 Series RAS cum Router		

Item No. – 7: Central (Core) L3 Switch			
Item	Description of Requirement	Compliance / Deviations	Page No. where the specs are attached
Model Offered	Mention Make →		
Make Offered	Mention Model →		
Port	Managed 24-Port Gigabit SFP Stackable L3 Switch, 4 Combo SPF Slots Should have one free slot for accommodating 2 x 10 Gigabit ports or higher for Uplink Should have dedicated Console Port for management: 1 Switch should have dedicated stacking ports of stacking capacity 40 Gbps or equivalent Switch Fabric: 128 Gbps or higher (24 Gigabit ports 24x2)+(2 uplink ports 2x2x10)+(2 stackable ports 2x2x10)		
Other Requirements	Packet Forwarding Rate: 85 Mpps or higher Should have 256 MB RAM or higher; Packet Buffer: 2MB or higher. MAC Address Table: 12K Entries or higher, Shall support 10k or higher routing entries Internal/ External field replaceable redundant power supply Should support Layer 3 routing protocol RIP,		

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	OSPF, BGP etc. for both Ipv4 and Ipv6.		
	Ipv4 and Ipv6 Hardware & Software ready from day 1.		
	Management: CLI via console, Web-based configuration and management, RMON I & II, SNMP V1, V2 & V3, NTP/SNTP		
	Should support RADIUS, ACLs (Both Allow and Deny)		
Certifications	UL (UL 60950), CSA (CSA 22.2), CE mark, FCC Part 15 (CFR 47) Class A		
Network Management Solution	Configurable Network software for status monitoring, configuration and troubleshooting of network devices of the same OEM from which the switches are being quoted. Should support secure communication via SNMPv3 and SSH-2. Manages up to min. 100 network devices.		

Item No. -8: Edge Switch L2 24 Port			
Item	Description of Requirement	Compliance / Deviations	Page No. where the specs are attached
Model Offered	Mention Make →		
Make Offered	Mention Model →		
Ports	Should have managed 24 10/100/1000 base-T ports with 4 shared SFP port		
	Switch should have 2 x 10 Gigabit ports		
	Dedicated Console Port for management;		
	Switch should have dedicated stacking ports of stacking capacity 40 Gbps or equivalent		
Other Requirements	Should have 128 MB RAM or higher		
	Switch should support at least 255 concurrent VLANs or higher, with VLAN Interface.		
	Should support STP and PVST+/MSTP or equivalent		
	64-Byte Packet Forwarding Rate: 85 Mpps or higher;		
	MAC Address Table Size: 8K or higher		
	Ipv4 & Ipv6 Hardware & Software ready from day 1.		
	Management: CLI via console, Web-based configuration and management, RMON I & II, SNMP V1, V2 & V3, NTP/SNTP,		
	Should support RADIUS, ACLs (Both Allow and Deny)		
	Should be of same make as Central switches		
Certification	EMI/EMC: FCC Class A, ICES-003 Class A,		

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	VCCI Class A, EN 61000		
PoE	PoE support: Min. 25% Ports on the Switch should be PoE enabled so as to connect IP Phones.		

Item No. -9 : SPF Transreceiver 1000 Base			
Item	Description of Requirement	Compliance / Deviations	Page No. where the specs are attached
Model Offered	Mention Make →		
Make Offered	Mention Model →		
	- Same as switch make		

Item No. - 10: SPF Transceiver 100 Base			
Item	Description of Requirement	Compliance / Deviations	Page No. where the specs are attached
Model Offered	Mention Make →		
Make Offered	Mention Model →		
	- Same as switch make		

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**Chapter 11**  
**Financial Bid**

**Tender Inviting Authority:** Director, Secondary Education, Rajasthan, Bikaner

**Name of Work :** Supply, Installation & Commissioning of Computer Hardware and Software ,  
Local Area Networking, etc

**NIT No. :** Shivira/Sec/Accounts/D-2/28013/12

**Dated** 16/01/2013

**Bidder Name**

Item No.	Item Description	Qty	Rate (R) including all taxes, levies and duties applicable. R (in Rs.) =Unit rate * Quantity (given in column 3)	Total Amount (in Words)	Total Amt. (In Rs.) (in figures)
1	2	3	4	5	6
1.	Desktop Computers i5	20			
2.	Laser Printer	14			
3.	MFP	10			
4.	UPS 800 VA	31			
5.	MS Office 2010 Std.	20			
6.	1 Port Fast Ethernet card	1			
7.	Switch 24 port, managed L3	1			
8.	Switch 24 port L2	4			
9.	SFP Transceiver	4			
10.	SFP Transceiver 100Base	6			



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**ANNEXURE-1**

**Format for Item wise "Manufacturing Authorization Format"**

NIT Shivira/Sec/Accounts/D-2/28013/12

Dated 16/01/2013

This is to certify that M/s.....  
(Name, complete address, city) are our authorized ..... (Distributor / Dealer / Channel partner) for the sale, support and services for.....(Name of the product(s)).

We undertake that we would provide the support for the above hardware product(s) including warranty/ guarantee, spares of the supplied product/ products, updates and patches for three years.

The item/ items (equipment) being quoted is/ have not been declared end of sale and is/ are not likely to be declared end of sale within next one and half year from the date of tender submission.

If this decalartion is found to be incorrect then without prejudice to any other action that may be taken, my/our security maay be forfeited in full and the tender if any to the extent accepted may be cancelled.

Our technical support/ assistance centers (Name, address & communication details) shall provide telephonic or web support. Below are the required details:

1. ....
2. ....
3. ....

(Signature of Authorized Signatory with seal / stamp of the company)

Name:

Designation:

***Please Note –Authorization certificate should be provided for OEM's commitment of back-to-back support to the bidder for the equipments and for the project duration as mentioned in this RFP document.***

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**ANNEXURE-2**

**SELF-DECLARATION – NO BLACKLISTING**  
(On Rs. 100 non-judicial stamp paper)

In response to the Tender Ref. No. Shivira/Sec/Accounts/D-2/28013/12 dated 16/01/2013 for Supply, Installation & Commissioning of Computer Hardware and Software, Local Area Networking etc. at Department of Secondary Education, I/We hereby declare that presently our Company/firm \_\_\_\_\_ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/Central Government/ PSU.

We further declare that presently our Company/ firm \_\_\_\_\_ is not blacklisted and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU on the date of Bid Submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,

Name of the Bidder: -  
Authorised Signatory: -  
Seal of the Organization: -

Date: \_\_\_\_\_

Place: \_\_\_\_\_

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**ANNEXURE-3**  
**DRAFT AGREEMENT FORMAT**

1. An agreement made this **Date of Agreement** between (**Your company Name & Address**) (hereinafter called "the approved supplier", which expression shall, where the context so admits, be deemed to include his heirs successors, executors and administrators of the one part and the Department of Secondary Education which expression shall, where the context so admits, be deemed to include his successors in office and assigns of the other part.
2. Whereas the approved supplier has agreed with the **Director of Secondary Education, Bikaner** to supply to the **Director, Department of Secondary Education, Bikaner** all those articles set forth in the letters **Our Order No. \_\_\_\_\_** appended hereto in the manner set forth in the conditions of the tender and contract appended herewith and at the rates set forth in the said order.
3. And whereas the approved supplier has deposited a sum of Rs. \_\_\_\_\_ in \_\_\_\_\_.
  - (1) Bank Draft/ Banker Cheque No. \_\_\_ dt. \_\_\_\_\_
  - (2) Post Officer Savings Bank Pass Book duly hypothecated to the Director, Secondary Education.
  - (3) National Savings Certificates/Defense Savings Certificates, Kisan Vikas Patras, or any other script/instrument under National Saving Schemes for promotion of Small Savings, if the same can be pledged under the relevant rule, as security for the due performance of the aforesaid agreement which has been formally transferred to Director, Secondary Education.
4. Now these Presents witness:
  - (1) In consideration of the payment to be made by the Department of Secondary education through DD at the rates set forth in the Schedules hereto appended the approved supplier will duly supply the said articles set forth in letters nos. **Our Order No. \_\_\_\_\_** dated  / /20 thereof in the manner set forth in the conditions of the tender and contract.
  - (2) The conditions of the tender and contract for open tender enclosed to the Tender Notice No Shivira/Sec/Accounts/D-2/28013/12 dated 16/01/2013 and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement
  - (3) Your Offer/Tender No Shivira/Sec/Accounts/D-2/28013/12 dated 16/01/2013 received from tenderer and letters **Our Order No \_\_\_\_\_** issued by the Department of Secondary education and appended to this agreement shall also form part of this agreement.
  - (4) The Department of Secondary education do hereby agree that if the approved supplier shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions, the Department of Secondary education will through DD pay or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.
5. The delivery and Installation shall be affected and completed within the period as specified in the supply order
6. In case of extension in the delivery and/or installation period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores which the tenderer has failed to supply and complete the work:-

No.	Condition	LD %
a.	Delay up to one fourth period of the prescribed delivery period, successful installation & completion of work	2.5 %
b.	Delay exceeding one fourth but not exceeding half of the prescribed delivery period, successful installation & completion of work	5.0 %
c.	Delay exceeding half but not exceeding three fourth of the	7.5 %

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	prescribed delivery period successful installation & completion of work	
d.	Delay exceeding three fourth of the prescribed delivery period, successful installation & completion of work	10.0 %

Note: Fraction of a day in reckoning period of delay in supplies/ maintenance services shall be eliminated if it is less than half a day.

- (i) The maximum amount of agreed liquidated damages shall be 10%
- (ii) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- (iii) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the tenderer.

7. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the Department of Secondary Education and the decision of the Department of Secondary Education shall be final. In witness whereof the parties hereto have set their hands on the **Date of Agreement**.

Signature of the Approved  
supplier

Signature for and on behalf  
of Director  
Secondary Education  
Designation:

Date:

Date:

Witness No.1

1. Witness

Witness No.2

2. Witness

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**ANNEXURE-4**

**UNDERTAKING ON AUTHENTICITY OF COMPUTER EQUIPMENTS**

*{TO BE FILLED BY BIDDER (ON RS. 100/- NON-JUDICIAL STAMP PAPER)}*

To,  
DIRECTOR  
SECONDARY EDUCATION  
RAJASTHAN, BIKANER

Reference: NIT No. : Shivira/Sec/Accounts/D-2/28013/12

Dated: 16/01/2013

This has reference to the items being supplied/ quoted to you vide our bid ref. no. \_\_\_\_\_ dated \_\_\_\_\_.

We hereby undertake that all the components/ parts/ assembly/ software used in the equipment shall be genuine, original and new components /parts/ assembly/ software from respective OEMs of the products and that no refurbished/ duplicate/ second hand components/ parts/ assembly/ software are being used or shall be used. In respect of licensed operating system, we undertake that the same shall be supplied along with the authorized license certificate with our name/logo. Also, that it shall be sourced from the authorized source for use in India.

In case, we are found not complying with above at the time of delivery or during installation, for the equipment already billed, we agree to take back the equipment already supplied at our cost and return any amount paid to us by you in this regard and that you will have the right to forfeit our EMD/ SD/ PSD for this bid or debar/ black list us or take suitable action against us.

Authorized Signatory  
Name:  
Designation: