

GOVERNMENT OF RAJASTHAN

O/O Director, Secondary Education, Rajasthan, Bikaner

No.: Shivira/Sec/Accounts/D-2/28011/12-13/

Dated:-

Sealed tenders are invited for supply of **Laptops for students** as per particulars given below from original laptop equipment manufacturers. The unit should be ISO-9001 certified/ISI certified.

S.N.	Description of goods	Quantity (in no.)	Unit	Earnest Money	Due date of submission of tender
1	Laptops for students	20,000	one	₹ 72,000,00	27.9.2012 up to 2 pm

1. Tender is to be submitted online at <https://eproc.rajasthan.gov.in> in electronic form as prescribed in the tender form. Tender fees will not be refunded in any case.
2. The Bidder should go through the website <http://eproc.rajasthan.gov.in> and the link "help for contractors", "information about DSC", "FAQs" and bidders manual kit" to know the process for submitting the electronic bids at website. The complete bid document has been published on the website <http://www.rajshiksha.gov.in>, <http://www.dipronline.org>, and <http://eproc.rajasthan.gov.in> for the purpose of downloading. The downloaded bid document shall be considered valid for participation in the bid process subject to submission of required cost of bid document of ₹1000 (One Thousand Only) in the form of DD/BC. in the favour of Director Secondary Education, Rajasthan Bikaner payable at Bikaner and e-Tendering processing fee ₹1000 in the favour of MD, RISL payable at Jaipur. A copy of EMD, e-Tendering processing fee and cost of bid document receipt must be enclosed along with the Technical Bid proposal failing which the bid will be summarily rejected.
3. All the communications/correspondences including the bid document should be physically signed, stamped on each page and also signed digitally by the designated authorized representative of the bidder. Tenders will be opened at the 4th floor Rajasthan Council of Elementary Education, Shiksha Sankul, JLN Marg, Jaipur on 27.9.2012 at 3pm before purchase committee in the presence of any intending tenderers or their authorised representatives, who may be present.
4. Pre Bid Meeting will be held on date 13.9.2012 at 3 pm at Administrative Block, II Floor, Dr. R.K. Shiksha Sankul, Jaipur.

Additional Director,
Elementary Education Bikaner,
and Convener State Level Purchase Committee(SLPC)

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Acronyms and Definitions

SLPC	State Level Purchase Committee
AMC	Annual Maintenance Contract
CST	Central Sales Tax
DSC	Digital Signature Certificate
EMD	Earnest Money Deposit
ERTL	Electronic Regional Test Laboratories
ETDC	Electronics Test & Development Centre
FOR	Free On Road / Rail
HR	Human Resources
HRMS	Human Resources Management System
ICT	Information and Communication Technology
IPR	Intellectual Property Rights
ISO	International Organisation for Standardisation
IT	Information Technology
TENDERIN	Director Secondary Education
LD	Liquidated Damage
LOA	Letter of Acceptance
MIS	Management Information System
NABL	National Accreditation Board for Testing and Calibration
OEM	Original Equipment Manufacturer
PC-OEM	Personal Computer – Original Equipment Manufacturer
RFP	Request for Proposal
ROHS	Restriction Of Use of Hazardous Substances
SAMEER	Society for Applied Microwave Electronics Engineering & Research.
SD	Security Deposit
SPOC	Single Point of Contact
SRS	Software Requirements Specification
ST	Service Tax
VAT	Value Added Tax

1. Letter of Undertaking

To
The Director
Secondary Education
Rajasthan, Bikaner
Sir,

Sub: Undertaking for participating in procurement under Tender Ref: **Tender No. Shivira/Sec/Accounts/D2/28012/12**

I/We ----- have gone through the Terms and Conditions, Scope of Work and Specification and will abide by them as laid down (Tender Documents, Technical bid and Price Bid)

I/We ----- hereby confirm that our Company was not blacklisted by any State Government/ Central Government/ Public Sector Undertakings during the last three years. We also hereby confirm that our EMD/SD was not forfeited by any State Government / Central Government / Public Sector Undertakings during the last three years due to our non-performance, non-compliance with the tender conditions etc.

I/We ----- hereby declare that all the particulars furnished by us in this Tender are true to the best of my/our knowledge and we understand and accept that if at any stage, the information furnished is found to be incorrect or false, we are liable for disqualification from this tender and also are liable for any penal action that may arise due to the above.

I/We ----- certify that no refurbished components are used in the manufacturing and supply of LAPTOP Systems and related items / tendered items. The licences for the operating systems and other software to be installed in the computer systems to be delivered under this contract is certified as genuine and valid.

I/We _____ certify that we are liable and responsible for any disputes arising out of Intellectual Property Rights.

In case of violation of any of the conditions above, I/We Understand that I/ We are liable to be blacklisted by SLPC for a period of three years.

Yours faithfully
For _____
Name, Signature
Designation
Seal

Note:

- 1) Declaration in the company's letter head should be submitted as per format given above 2) If the bidding firm has been blacklisted by any State Government/ Central Government/ Public Sector Undertakings earlier, then the details should be provided.

2. e-Tender Schedule

1.	Tender inviting Authority, Designation and Address	The Director, Secondary Education, Rajasthan, Bikaner e-mail: commsecedu@yahoo.com , rajssa_dir@yahoo.co.in
2.	A) Name of the Work	Supply, installation and commissioning of LAPTOP Systems and related items
	B) Tender reference	Shivira/sec/accts./D-2/28012/LAPTOP/ 2012-13
	C) Installation	At the office of consignee throughout the State of RAJASTHAN
3.	Tender documents available place	Tender documents can be freely downloaded till closing date and time of the Tender. The tender document fee is Rs. 1000 INR.
4.	Earnest Money Deposit (EMD)	Rs. 72,000,00/- (Rupees seventy two lacks only) should be paid by way of Demand Draft or Banker's Cheque drawn in favour of Director Secondary Education Department payable at Bikaner only.
5.	Pre-Bid meeting	13.09.2012, 3:00 PM at Administrative Block, II, Dr. R.K. Shiksha Sankul, JLN Marg, Jaipur.
6	Tender submission	Two Part Tender comprising of Technical Bid and Price Bid should be submitted electronically through online at https://eproc.rajasthan.gov.in .
7	Bid signing	Bidders should possess valid Digital Signature Certificates for signing the Bids
8	Help manuals for e-Tender	The link "help for contractors", " information about DSC', FAQs' and bidders manual kit" to know the process for submitting the electronic bids at website. The complete bid document has been published on the website http://www.rajshiksha.gov.in , http://www.dipronline.org , and http://eproc.rajasthan.gov.in for the purpose of downloading

9	e-Tender Processing Charges	For every Tender submitted through e-Tender, a processing fee of Rs. 1,000/- (Rupees One Thousands only) should be payable by way of Demand Draft only ₹1000 in the favour of MD, RISL payable at Jaipur
10	Cost of bid document	₹1000 (One Thousand Only) in the form of DD/BC. in the favour of Director Secondary Education, payable at Bikaner.
11	Closing Date and Time of e-Tender	On 27.9.2012 up to 2pm
12	Date, Time and Place of opening of e-Tender and Technical Bids	4th floor Rajasthan Council of Elementary Education, Shiksha Sankul, JLN Marg, Jaipur.
13	Date, Time and Place of opening of Price	Will be intimated only to the Technically Qualified Bidders
14	Sample collection officer	Dy. Director (Secondary), Shiksha Sankul, JLN Marg, Jaipur.

Note:

A copy of EMD, e-Tendering processing fee and cost of bid document receipt must be enclosed along with the Technical Bid proposal failing which the bid will be summarily rejected. All the communications/correspondences including the bid document should be physically signed, stamped on each page and also signed digitally by the designated authorized representative of the bidder.

3. General Instructions

3.1 General

This scheme is being implemented in pursuance of Hon. CM Budget announcement for providing Laptops to 20,000 Merit holder students in the examination by Board of Secondary Education, Rajasthan. The Govt of Rajasthan vide its order no. P.6(46)AR/section3/2012 dated July 16,2012 has constituted the State Level Purchase Committee(SLPC) who is the sole authority for executing this scheme. The State Level Purchase Committee herein after will be called as 'SLPC'. The general instructions to bidders are as follow-

- a) The Bidders are requested to examine the instructions, terms and conditions and specifications given in the Tender. Failure to furnish all required information in every respect will be at the Bidder's risk and may result in the rejection of bid.
- b) It will be imperative for each Bidder(s) to familiarise itself/ themselves with the prevailing legal situations for the execution of contract. SLPC shall not entertain any request for clarification from the Bidder regarding such legal aspects of submission of the Bids.
- c)It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bids and no claim whatsoever including those of financial adjustments to the contract awarded under this tender will be entertained by SLPC. Neither any time schedule nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder to appraise themselves.
- d)The Bidder shall be deemed to have satisfied itself fully before Bidding as to the correctness and sufficiency of its Bids for the contract and price quoted in the Bid to cover all obligations under this Tender.
- e)It must be clearly understood that the Terms and Conditions and specifications are intended to be strictly enforced. No escalation of cost in the Tender by the Bidder will be permitted throughout the period of Agreement or throughout the period of completion of contract whichever is later on account of any reasons whatsoever.
- f)The Bidder shall make all arrangements as part of the contract to supply.
- g)The Bidder should be fully and completely responsible to SLPC and State Government for all the deliveries and deliverables.

3.2 Clarifications in the Tender

- a) A prospective Bidder requiring any clarification in the Tender may notify SLPC by letter or by Fax or by E-mail as per the Format prescribed in Appendix – 5 to with a copy to . We encourage paper free e-mail communication.
- b) The responses to the clarifications will be notified in the websites by means of Corrigendum to the Tender Document. It would be advantageous to commence e-mail contact with to register your e-mail id.

3.3 Amendments to the Tender

- a) A Pre-bid meeting will be held for addressing the clarifications on the date and time mentioned in the Tender Data Sheet or any other date to be decided by SLPC. The Bidders are requested to participate in the Pre-bid meeting and get the clarifications.
- b) Before closing of the Tender, clarifications and amendments if any will be notified in the websites mentioned in the e-Tender Schedule. The Bidders periodically check for the amendments or corrigendum or information in the websites till the closing date of this Tender. SLPC will not make any individual communication and will in no way be responsible for any ignorance pleaded by the Bidders.
- c) No clarifications would be offered by SLPC within 48 hours prior to the due date and time for opening of the Tender.
- d) Before the closing of the Tender, SLPC may amend the Tender document as per requirements or wherever SLPC feels that such amendments are absolutely necessary.
- e) Amendments also may be given in response to the queries by the prospective Bidders.
- f) Such amendments will be notified in the websites mentioned in the e-tender schedule.
- g) SLPC at its discretion may or may not extend the due date and time for the submission of bids on account of amendments.
- h) SLPC is not responsible for any misinterpretation of the provisions of this tender document on account of the Bidders failure to update the Bid documents on changes announced through the website.

3.4 Language of the Bid

The bid prepared by the Bidder as well as all correspondence and documents relating to the bid shall be either in English or Hindi.

3.5 Bid Currency

Price should be quoted in Indian Rupees (INR) only and Payment shall be made in Indian Rupees only.

3.6 Contacting Tender Inviting Authority

a) Bidders shall not make attempts to establish unsolicited and unauthorised contact with the Tender Accepting Authority, Tender Inviting Authority or Tender Scrutiny Committee after the opening of the Tender and prior to the notification of the Award and any attempt by any Bidder to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient reason to disqualify the Bidder.

b) Notwithstanding anything mentioned above, the Tender Inviting Authority or the Tender Accepting Authority may seek bonafide clarifications from Bidders relating to the tenders submitted by them during the evaluation of tenders.

3.7 Force Majeure

Neither the Purchaser / SLPC nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes or contingencies beyond their reasonable control such as:

1. Natural phenomena including but not limited to earthquakes, floods and epidemics.
2. Acts of any Government authority domestic or foreign including but not limited to war declared or undeclared, priorities and quarantine restrictions.
3. Accidents or disruptions including, but not limited to fire, explosions, breakdown of essential machinery or equipment, power and water shortages.

3.8 Arbitration

In case of any dispute, the matter will be referred to a sole Arbitrator to be appointed by the Principal Secretary School & Sanskrit Education under the "Arbitration and Conciliation Act 1996". The arbitration shall be held in Rajasthan, India and the language shall be English or Hindi. Subject to the above, the Courts at Rajasthan alone only shall have jurisdiction in the matter.

3.9 Consignee

DEO Secondary or DEO secondary I (if the district has two DEO secondary) will be the Consignee i.e. Supply of laptops is to be done to DEO secondary or DEO secondary I, as the case may be in quantity as directed by SLPC.

4. Eligibility Criteria

The Bidders should enclose documentary evidence for fulfilling the Eligibility in the Technical Bid. If a bidder fails to enclose the documentary proof for eligibility, their bid will be summarily rejected.

4.1 Eligibility

	Eligibility Conditions	Documentary Proof to be submitted
1.	LAPTOP-OEMs are only eligible to apply.	Copy of Manufacturing Licence with Manufacturing capacity for LAPTOP Systems shall have to be submitted by the Laptop OEMs.
2.	Bidder should have last 3 years of existence in the manufacture of LAPTOP Systems as on date.	Copy of relevant documents in proof should be submitted.
3.	OEM Bidder should have an Annual Turnover of Rs.100 Crores and above in the last successive three Audited Financial years, (2011-12, 2010-11, 2009-10).	Copies of the Audited Balance sheets and Profit and Loss account for last 3 Financial years
4.	OEM Bidder should have executed a single order for supply, installation and commissioning of LAPTOP Computers for a value of at least Rs.1 CRORE and above for any Government Departments / Organisations / Public Sector Undertakings in India in the last 3 years.	Relevant copies of Purchase Orders obtained and completion/performance certificate obtained from the customers. OEM bidder can submit the copies of the order obtained directly in their name or in favour of their representatives / authorized dealers.

<p>5.</p>	<p>The bidders should have at least 10 service centres across the State. The service centre may be run by Manufacturer or Franchisee or authorised distributors/dealers.</p>	<p>In case of Manufacturer's service centre copies of the land-line telephone bills or rent agreement valid upto dated 31/12/2012 should be submitted as a proof for availability of the service centres. In case of Franchisee Service centre, the bidder should submit a copy of the agreement entered between the Franchisee and the Bidder stating that the Franchisee is rendering the service for the Manufacturer and the agreement should be valid as on 31-12-2012. Manufacturer should submit undertaking to do servicing directly or through their authorised service partners. The Bidder should undertake to open at least 10 Service Centre across the Rajasthan for which an Undertaking has to be submitted by the Bidder.</p>
<p>6.</p>	<p>Bidder /manufacturer should have ISO 9000:2008 / ISO 9001:2008 certified manufacturing facility</p>	<p>Should produce copies of valid ISO 9000:2008 / ISO 9001:2008 certificate for its manufacturing facility.</p>

5. Specification

TECHNICAL SPECIFICATIONS

Technical Specification for Hardware, OS and Content:

S.No.	Component	Desired Specification
1	Processor	X86 Architecture Dual Core Processor with Minimum 1.66 GHz freq. of higher
2	Chipset	Compatible chipset of latest generation (OEM manufacturer data sheet be verified)
3	RAM	Minimum 2GB populated at Min. 1066 MHz. or above
4	Hard Drive	Min. 320GB Serial ATA 5400 RPM with protection against accidental damages
5	Keyboard	Keyboard with multi touch Touch pad
6	Network Interfaces	Integrated 10/100 Mbps Ethernet adapter, 802.11 b/g/n and integrated Bluetooth
7	Interface Ports	Min. 2 X USB 2.0, 1 VGA, 1 RJ-45, 1 Head Phone and 1 Microphone
8	Audio	Integrated 2-Ch Audio
9	Graphics Controller	Integrated Gfx controller
10	Display	10.1" of higher LCD TFT color display
11	Camera	Min. 1.0 Mega Pixel camera
12	Weight	1.5 kg or less
13	Operating System	Latest version of MS Windows 7 OS (through MS PIL scheme which exist with GoR and MS MoU) and Compatible Linux with functional drivers
	Anti virus software	Preloaded activation and update for entire period of warranty for every laptop. (McAfee/NOD 32/AVG/CLAM AV/MS Security Essentials)
14	Warranty	2 years comprehensive warranty as per SLA defined for

		quality service support against PBG
15	Insurance	One year insurance against theft and accidental damages
16	Battery	6 cell Lithium Ion with minimum 6 hours of backup
	Design	Ergonomically rugged design
17	Carry Case	Yes, with printed logos of the scheme and serial number of the laptop
18	Certifications	Energy Star 5.0 or BEE Star Rating for energy efficiency
19	Additional Features	Every Laptop shall have one prominent sticker with serial number and name of the student along with the name of the scheme similar to attached with these specifications
	Kensington Lock	Atleast one good quality rugged Kensington lock with every laptop
20	Pre loaded educational learning content*	<ul style="list-style-type: none"> a. Open Office with Hindi fonts for document processing and presentations. b. Encyclopedia Britannica (School Edition), c. Open source Dictionary, Cached contents of Khan Academy, d. Two Language (Hindi and English) User Interface for ease of use for various applications, e. Open source compilers for C language programming, f. Pdf books from NCERT for classes VIII/IX/X and XII g. Pdf books from RBSE (Classes 9-12) which are available through RBSE, Ajmer

* OEM manufacturer need to work with Education Department and Technical Committee to finalise the image for pre-load with every laptop. If need be OEM shall need come into MoU for the same for non-commercial use and purely for educational purpose.

Note: Device drivers for laptop on windows and linux on CD as well as on a locked (read only) partition on HDD

6. Bid Preparation and Submission

6.1 Tender Procedure

- a) SLPC facilitated e-Tender portal <http://eproc.rajasthan.gov.in> The prospective Bidders should register themselves in the e-Tender Portal and submit the Bids electronically through the e-Tender portal. The paper based physical Tender submission is also necessary.
- b) The Bidders are requested to download the e-Tender help manual and user manuals from the Portal for reference.
- c) It is mandatory for the Bidders to possess a valid Digital Signature Certificate to complete the e- Tender Bid process as per the provisions of Government of India IT Act 2000 with latest amendments.
- d) The Technical Bid form and Price Bid form will be available in spreadsheet format for downloading. The registered Bidders can log into the e-Tender system and download the Bid Forms.
- e) The Bid forms should be filled and submitted using the Digital Signature Certificates. The supporting documents should be scanned and uploaded in the e-Tender system.

6.2 Cost of Bidding

The Bidders should bear all costs associated with the preparation and submission of Bids. SLPC will in no way be responsible or liable for these charges/costs incurred regardless of the conduct or outcome of the bidding process.

6.3 Tender Document Fee

The Tender Documents may be downloaded from the portals as mentioned in the Tender Schedule. The Tender document fee is Rs. one thousand only paid by way of DD in favour of Director Secondary Education payable at Bikaner.

6.4 e-tendering processing charges

- a) For each and every Bid submitted, a non-refundable Processing charge Rs. one thousand should be paid by way of Demand Draft or Banker's Cheque drawn in favour of "MD RISL" payable at JAIPUR. The payment by way of Demand Draft or Banker's Cheque should be deposited physically at office of the Dy. Director Secondary Education, Shiksha Snakul, JLN Marg, Jaipur before the date and time of opening of the Tender.
- b) The payment particulars should be entered in the e-Tender Portal. At the

time of the Technical Bid opening, the payment committed in the Bid should be factual and should match the physically submitted payments.

- c) Even though the payment particulars are entered in the e-Tender portal, if the Bidder fails to submit the physical instrument, their bid is liable for rejection. If any of the information committed in the e-Tender Bid does not match with physically submitted payment, SLPC reserves the right to reject the bid summarily.

6.5 Earnest Money Deposit (EMD)

- a) An EMD amount as specified in the Tender Schedule should be paid by way of Demand Draft or Banker's Cheque drawn in favour of "DIRECTOR SECONDARY EDUCATION RAJASTHAN" payable at Bikaner. The Demand Draft or Banker's Cheque should be deposited physically at Dy. Director Secondary Education, Shiksha Sankul, JLN Marg, Jaipur before the date and time of opening of the Tender. The EMD in the form of Bank Guarantee is not applicable.
- b) The payment particulars should be entered in the e-Tender Portal. At the time of the Technical Bid opening, the payment committed in the Bid should be factual and should match the physically submitted payments.
- c) Even though the payment particulars are entered in the e-Tender portal, if the Bidder fails to submit the physical instrument, their bid is liable for rejection. If any of the information committed in the e-Tender Bid does not match with physically submitted payment, SLPC reserves the right to reject the bid summarily.
- d) The EMD of the unsuccessful Bidders will be returned at the expense of the Bidders within a reasonable time consistent with the rules and regulations in this behalf. The EMD amount held by SLPC till it is refunded to the unsuccessful Bidders will not earn any interest thereof.
- e) The EMD amount of the Successful Bidder will be converted as part of the Security Deposit (SD) for successful execution of the work and will be returned only after the successful fulfilment of the Contract.
- f) The EMD amount will be forfeited by SLPC, if the Bidder withdraws the bid during the period of its validity specified in the tender or if the Successful Bidder fails to sign the contract or the Successful in bidder fails to remit Security Deposit within the respective due dates.

6.6 Letter of Authorisation

A letter of Authorisation from the Board of Directors / appropriate authority authorising the Tender submitting authority or a Power of Attorney should be scanned and submitted in the e-Tender, otherwise the Bids will be summarily rejected.

6.7 Two Part Bidding

Bidders should examine all Instructions, Terms and Conditions and Technical specifications given in the Tender document. Failure to furnish information required by the Bid or submission of a Bid not substantially responsive in every respect will be at the Bidders risk and may result in rejection of Bids. Bidders should strictly submit the Bid as specified in the Tender, failing which the bids will be non-responsive and will be rejected.

6.7.1 Technical Bid Form

- a) The Technical Bid Form will be in spreadsheet format. The original Technical Bid Form should be downloaded, filled and signed using the Digital Signature Certificate (DSC).
- b) The Technical Bid Form should not be changed or altered or tampered. If the Bid form is tampered, the Bids will be summarily rejected.
- c) The Technical Bid Form should not contain any Price indications strictly, otherwise the Bids will be summarily rejected.
- d) The bidders should submit the details of make and model of the items offered against the tender requirement. The compliance sheet is given in the Annexure -1 (A 1.5)

6.7.2 Price Bid Form

- a) The Price Bid Form will be in spreadsheet format. The original Price Bid Form should be downloaded, filled and signed using the DSC.
- b) The Price Bid Form should not be changed or altered or tampered. If the Bid form is tampered, the Bids will be summarily rejected.
- c) The Price Bid Form should not contain any conditional offers or variation clauses, otherwise the Bids will be summarily rejected.
- d) The Prices quoted shall be only in **INDIAN RUPEES (INR) only**. The tender is liable for rejection if Price Bid contains conditional offers.

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- e) The cost quoted by the Bidder shall include cost and expenses on all counts viz., cost of equipment, materials, tools, techniques, methodologies, manpower, supervision, administration, overheads, travel, lodging, boarding, in-station & outstation expenses, etc., and any other cost involved in the supply.
- f) The cost quoted by the Bidder shall be kept firm for a period specified as per section 7.2 the Tender from the date of opening of the tender. The Bidder should keep the Price firm during the period of Contract including during the period of extension of time if any. Escalation of cost will not be permitted during the said periods or during any period while providing services whether extended or not for reasons other than increase of duties / taxes payable to the Governments in India within the stipulated delivery period. The Bidders should particularly take note of this factor before submitting the Bids.

6.8 Bid closing date and time

The Bids should be submitted not later than the date and time specified in the Tender Schedule or Corrigendum if published. The e-Tender portal will automatically lock the date and time exactly on the date and time. Even if the Bid submission is in half way through during the closing date and time, submission would not be possible. Hence the Bidders should be cautious to submit the Bids well in advance to avoid disappointments.

7. Tender opening and Evaluation

7.1 Technical Bid Opening

The Technical Bid will be opened on the date and time as specified in the Tender schedule in the presence of those Bidders, who choose to be present against production of an authorisation letter from the Bidding authority. A maximum of two representatives for each Bidder would be allowed to attend the Tender opening.

7.2 Tender Validity

The offer submitted by the Bidders should be valid for a minimum period of 90 days from the date of opening of the Tender and extended period if any.

7.3 Initial Scrutiny

Initial Bid scrutiny will be conducted and incomplete details as given below will be treated as non-responsive.

If Tenders are;

- not submitted in two parts as specified in the Tender
- received without the Letter of Authorisation
- received without Tender form Fee, Processing Fee and EMD amount
- are found with suppression of details
- with incomplete information, subjective, conditional offers.
- submitted without support documents as per the Eligibility Criteria and Evaluation Criteria
- non-compliance of any of the clauses stipulated in the Tender
- lesser validity period

All responsive Bids will be considered for further evaluation.

The decision of SLPC will be final in this regard.

7.4 Clarifications by SLPC

When deemed necessary, SLPC may seek bonafide clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid or price quoted. During the course of Technical Bid evaluation, SLPC may seek additional information or historical documents for verification to facilitate decision making. In case the Bidder failed to comply with the requirements of SLPC as

stated above, such Bids may at the discretion of SLPC, shall be rejected as technically non-responsive.

7.5 Tender Evaluation

7.5.1 Suppression of facts and misleading information

- a) During the Bid evaluation, if any suppression or misrepresentation of is brought to the notice of State Level Purchase committee. State Level Purchase committee shall have the right to reject the Bid and if after selection, State Level Purchase Committee would terminate the contract, as the case may be, will be without any compensation to the Bidder and the EMD / SD, as the case may be, shall be forfeited.
- b) Bidders should note that any figures in the proof documents submitted by the Bidders for proving their eligibility is found suppressed or erased, State Level Purchase committee shall have the right to seek the correct facts and figures or reject such Bids.
- c) It is up to the Bidders to submit the full copies of the proof documents to meet out the criteria. Otherwise, SLPC at its discretion may or may not consider such documents.
- d) The Tender calls for full copies of documents to prove the Bidder's experience and capacity to undertake the project.

7.5.2 Technical Bid Evaluation

- a) The State Level Purchase Committee will examine the Technical Bids against the Eligibility Criteria and Evaluation Criteria given in the Tender document.

The evaluation will be conducted based on the support documents submitted by the Bidders. The documents which did not meet the eligibility criteria for technical qualification will be rejected in that stage itself and further evaluation will not be carried out for such bidders. The eligible Bidders alone will be considered for further evaluation.

- b) The sample submitted will be evaluated for the tender specification as given in the Scope of work to select the technically qualified bidder.

7.5.3 Price Bid Evaluation

- a) The Price Bids of the Technically Qualified Bidders alone will be opened and evaluated. The Price Bid should include all expenses towards this Tender. The Price Bids will be opened in the presence of the Bidders at RCEE conference Hall, 4th floor, 5th Block Shiksha Sankul, JLN Marg, Jaipur. The Bidders or their authorised representatives will be allowed to take part in the Price Bid Opening.
- b) The price in the price bid will includes all the taxes, freight, etc.

7.6 Negotiations

Negotiations will be conducted with lowest bidder for improvement in the Scope of Work, further reduction in price and advancement of delivery schedule.

7.7 SLPC reserves the right to:

1. Negotiate with the Bidder whose offer is the lowest evaluated price for further reduction of prices.
2. Insist on quality / specification of materials to be supplied.
3. Modify, reduce or increase the quantity requirements to an extent of the tendered quantity.
4. Change the list of areas of supply locations from time to time based upon the requirement of the purchase.
5. SLPC reserves its right to inspect the bidders' factory before or after placement of orders.
6. SLPC reserves its right to withhold any amount for the deficiency in the service aspect of the ordered items supplied to the Education department.

8. Execution of Work

8.1 Acceptance of Tender and Withdrawals

The final acceptance of the tender is entirely vested with SLPC who reserves the right to accept or reject any or all of the tenders in full or in parts without assigning any reason whatsoever. The Tender Accepting Authority may also reject all the tenders for reasons such as change in Scope, Specification, lack of anticipated financial resources, court orders, calamities or any other unforeseen circumstances. After acceptance of the Tender by SLPC, the Successful Bidder shall have no right to withdraw their tender or claim higher price.

8.2 Letter of Acceptance (LOA)

After acceptance of the Tender by SLPC, a Letter of Acceptance (LOA) will be issued to the Successful Bidder(s) by SLPC.

8.3 Payment of Security Deposit (SD)

The successful Bidder will be required to remit a Security Deposit (SD) equivalent to **five percent** of the value of the order, inclusive of EMD by way of Demand Draft payable at Bikaner or in the form of unconditional irrevocable Bank Guarantee valid for a period equivalent to guarantee/warranty from the date of acceptance of the tender on receipt of confirmation from SLPC. The SD furnished by the Successful Bidder in respect of the tender will be returned to them after successful fulfilment of work. The Security Deposit will be refunded to the Successful Bidder only after successful completion of the guarantee/warranty period. The Security Deposit held by SLPC till it is refunded to the Successful Bidder will not earn any interest thereof. The Security Deposit will be forfeited if the Successful Bidder withdraws the Bid during the period of Bid validity specified in the Tender or if the Bidder fails to sign the contract.

8.4 Execution of Contract

- a) The Successful Bidder should execute a Contract in the INR 1000 non-judicial Stamp Paper bought in RAJASTHAN only in the name of the Bidder within one week from the date of Letter of Acceptance issued by SLPC with such changes/modifications as may be indicated by SLPC at the time of execution on receipt of confirmation from SLPC.
- b) The Successful Bidder shall not assign or make over the contract, the benefit or

burden thereof to any other person or persons or body corporate for the execution of the contract or any part thereof without the prior written consent of SLPC. SLPC reserves its right to cancel the purchase order either in part or full, if this condition is violated. If the Successful Bidder fails to execute the agreement, the SD of the Successful Bidder will be forfeited and their tender will be held as non-responsive.

- c) The expenses incidental to the execution of the agreement should be borne by the Successful Bidder.
- d) The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of SLPC and SLPC also have the right to recover any consequential losses from the Successful Bidder.

8.5 Release of Purchase Order

After execution of the Contract and payment of Security Deposit, “**Purchase Order**” for the supply and commissioning of Tendered items will be issued to the Successful Bidder by SLPC.

8.6 Refund of EMD

The EMD amount paid by the Successful Bidder(s) will be adjusted towards Security Deposit payable by him. If the Successful Bidder submits Security Deposit for the stipulated value in full by way of Bank Guarantee, the EMD will be refunded. The EMD amount of the Unsuccessful Bidder will be refunded after finalisation and issue of Firm Purchase Order to the Successful Bidder.

8.7 Release of SD

The Security Deposit will be refunded to the Successful Bidder on completion of entire guarantee/warranty .

8.8 Forfeiture of EMD and SD

- a) If the successful Bidder fails to act according to the tender conditions or backs out, after the tender has been accepted, the EMD will be forfeited to SLPC.
- b) If the Successful Bidder fails to remit the SD, the EMD remitted by him will be forfeited to SLPC and the tender will be held void.
- c) If the Successful Bidder fails to act up on to the tender conditions or backs out from the contract, the SD mentioned above will also be forfeited by SLPC.

8.9 Termination of Contract

8.9.1 Termination for default

- a) SLPC may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 7 days, sent to the Successful Bidder, terminate the contract in whole or part, (i) if the Successful Bidder fails to deliver any or all of the goods within the time period(s) specified in the Contract, or fails to supply the items as per the Delivery Schedule or within any extension thereof granted by SLPC; or (ii) if the Successful Bidder fails to perform any of the obligation(s) under the contract; or (iii) if the Successful Bidder, in the judgement of SLPC, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.
- b) In the event SLPC terminates the Contract in whole or in part, SLPC may procure, upon terms and in such manner as it deems appropriate, the goods and services similar to those and delivered and the Successful Bidder shall be liable to SLPC for any additional costs for such similar goods. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.

8.9.2 Termination for Insolvency

SLPC may at any time terminate the Contract by giving written notice with a notice period of 7 days to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to SLPC.

8.9.3 Termination for Convenience

SLPC may by written notice, with a notice period of seven days sent to the Successful Bidder, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for SLPC's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the successful Bidder is not entitled to any compensation whatsoever.

8.10 Execution of Work Order

The Successful Bidder should nominate and intimate SLPC, an Account Manager for Single Point of Contact (SPOC), who should be responsible for effective delivery of work complying with all the terms and conditions. The Successful Bidder should ensure that the Account Manager fully familiarises with the Tender Conditions, Scope of Work and deliverables.

8.11 Liquidated Damages (LD)

A penalty will be levied at the rate specified in the Agreement Format for non-fulfilment of delivery schedule subject to the force Majeure conditions. Even If the work is not completed in full beyond this period, such performance may entail termination of contract and black listing of the Bidder from participating in any of the SLPC Tenders. This alone will not relieve the Bidder and the difference in cost of the items purchased through other Technically qualified Bidders or any other alternative sources will be recovered from the successful Bidder.

8.12 Penalty for Non-Fulfilment of Tender

A penalty will be levied at the rate specified in the Agreement Format in the event of non-fulfilment or non-observance of any of the conditions stipulated in the Agreement, Terms and Conditions and Work Order.

8.13 Other Conditions

- a) The final decision would be based on the technical capacity and pricing of the Bidder. SLPC does not bind itself in selecting the bidder offering lowest prices.
- b) SLPC reserves the right not to accept lowest price, to reject any or all the tenders without assigning any reason, to relax or waive any of the conditions stipulated in the terms and conditions of tender as deemed necessary in the best interest of SLPC for good and sufficient reasons.
- c) SLPC can supply the LAPTOP Systems will provide to Students. Non cooperation by the bidder may lead to termination of the contract and SLPC reserves the right to Black list the successful bidder for a period of 3 years from participating SLPC or any other Government Tenders.

8.14 Other Documents to be started:

- 1. Copy of ESI Registration or necessary Exemption Letter for ESI Registration should be submitted.
- 2. Copy of EPF Registration or necessary Exemption Letter for ESI Registration should be submitted.

8.15 PERFORMANCE BANK GUARANTEE(PBG) PROVISION:

The successful bidder will be required to submit a bank guarantee equivalent to fifty percent of contract value as performance security along with the contract agreement duly signed by contractor in the form of Bank Guarantee(as per appendix-5) valid for the contract period. The performance of the equipment and related services to the beneficiary will be based on prompt maintenance of the equipment and the related services, in the case of failure, the provision for penalty and other service aspects will be as follows:

SN	Penalty for failure of equipment(s)
1	The beneficiary student will enroll the complain to the designated Call Centre/Service center of the supplier in the case of maintenance or troubleshooting of equipment. Every equipment shall be properly maintained by the supplier within 3 calendar days (even if equipment is down during part of a calendar day, it will be counted as one calendar day) over one month period. For not providing maintenance services beyond 3 calendar days in a month, Rs. 100/- per student/ per calendar day or part thereof shall be levied as penalty on the supply agency. If the supplier provided standby equipment with same or higher specifications to the student up to maximum of fifteen days, the Rs. 100 will not be levied. Beyond the 15 days, Rs. 100 per day will be levied and the standby equipment will not be returned.

2	In the event of continuing non-functioning or defective functioning of any equipment provided under the Contract, the Tenderer(s) shall forthwith replace such equipment provided by the Tenderer to the student concerned by equivalent/similar/better equipment, failing which consignee shall be entitled to replace such equipment as found non-functioning or defective and charge the said cost(s) together with interest thereof from the PBG.
3	The support for 2 years should be provided at the schools level through OEM support centres.
4	There should be a toll free number for service which any user can be able to log a call on the basis of unique identification number provided with each laptop. On the basis of this number, the vendor should be able to identify the location and student name for the laptop.

8.16 Special remarks for EMD/SD/PBG :

The provisions for EMD/SD/PBG, wherever mentioned in the tender document, may additionally be as follows:

The EMD, SD and PBG will be submitted in the form of mentioned in the appropriate Clause of this tender document. EMD, SD and PBG will be in the name of Director, Secondary Education, Bikaner.

8.17 Program Implementing Department:

The Director, Secondary Education, Bikaner will be the Nodal Department for monitoring and implementing the entire scheme with its divisional and district offices. The detailed guidelines will be provided to the successful bidder after agreement by the Director, Secondary Education, Bikaner in tune with the contract conditions and for successful and smooth functioning of the program.

9. Scope of Work

9.1 Sample Submission

- a) **Two Sample Laptops with specifications as mentioned in the Chapter 5** should be submitted indicating the make, model number and brochures/specification of the items for benchmark testing by SLPC as per Appendix-2 of the Tender.
- b) The Bidders have to submit the sample LAPTOP on the tender opening date itself, during the office hours, as per the date indicated in the tender document as well as the Corrigendum for due date extension. No time extension is allowed for submission of samples. Samples submitted after the above due date would be liable for rejection.
- c) Such samples should be delivered at the address mentioned in the Tender Schedule.
- e) If the samples are not delivered within the time limit specified in the Tender, it would be treated as non-responsive to the Tender conditions and the Bids is liable for rejection.

9.2 Compliance with Technical Specification

1. All the Bidders should submit the items as asked for benchmarking. The computer systems require Benchmark testing for the samples submitted. The results and compliance statement would be prepared and evaluated. The samples of those Bidders, which do not conform to the technical specifications, the Bids of those Bidders will be rejected. The whole evaluation exercise would be done in the presence of the bidders in a transparent manner.
2. The Bidder will have to submit the Laptop sample testing detail report duly conducted and issued by any Govt. run STQC/ETDC/ETRL Laboratory.

9.3 Benchmark Test Results

The Benchmark test results will enable SLPC to derive the following details:

- a) To know whether the bidders propose to offer the configuration as per the Tender specification or not.
- b) To provide decision support for the Technical Committee whether to accept or

reject the products.

9.4 Analysis of Benchmark Results

9.4.1 General

- a) If the equipment supplied for evaluation meets the tender specifications, it would be treated that the equipment had passed the “specifications test”. If the specifications are below the tender specifications, then the equipment would be treated as “failed” in the “specifications test”. The bidders should take utmost care to bring in the samples which should be equal to or better than the specifications given in the tender documents.
- b) SLPC reserves the right to reject a sample if it is found that it does not meet the specifications. In such cases the bidder would be treated as “failed” in this test. However, SLPC reserves its right to offer one last opportunity to the bidder to produce another sample for evaluation, say within a short period of 2-3 days. Such a sample would be evaluated again to find out whether the bidder gets “pass” in this test.
- c) Offering this additional opportunity is solely at the discretion of SLPC. SLPC would be pleased to provide such an opportunity ONLY if public interest (healthy competition) demands such a step. In the normal course such an additional opportunity would not be given to the bidders.

9.4.2 Linux compliance test for LAPTOP

All the samples will be submitted along with Linux compliance test report for compatible Linux with functional drivers from government run STQC/ERTL/ETDC laboratories.

9.4.3 Linux Compatibility for peripherals

All the samples will be submitted along with Linux compliance test report for compatible Linux with functional drivers from government run STQC/ERTL/ETDC laboratories.

9.4.4 Microsoft Windows based Benchmarking

All the samples will be submitted along with the Microsoft Windows based testing benchmarking from government run STQC/ERTL/ETDC laboratory for latest version of MS Windows 7 OS.

9.5 Software to be pre loaded

- (a). The Operating System, device drivers and other applications will be as per Chapter 5 (Specifications) and the digital material/ e-learning material will be provided by SLPC at the time of releasing the Work Order should be pre-loaded in the computer hardware. The pre-loaded software should be original and should be licensed in the name of customers. The original license copy should be submitted to the customers at the time of delivery. SLPC will not be liable or responsible for any disputes arising out of Intellectual Property Rights. It is the risk of the successful Bidder when such dispute arises.
- (b). The class and subject appropriate digital material/e-learning material will be provided by the SLPC. The supplier will ensure to install all the digital learning material provided by the SLPC before the distribution of Laptops to the beneficiaries(students).

9.6 Pre-despatch Inspection Details

Pre-despatch inspection will be carried out by the Pre Dispatch Committee appointed by SLPC details are as follows:

9.6.1 Predespatch Inspection Details

- a) Physical Verification on the random basis will be done by SLPC at the factory site of the supplier by Pre Dispatch Committee of the SLPC before the supply of items to ascertain the quantity of items to be ready to dispatch . List of Sl.No with make of each item should be given including internal part of LAPTOP Systems like Mother Board, Hard Disk Drive, DVD Drive etc.
- b) Benchmark test will be conducted on random 2% sampling basis.
- c) The items should give the same performance results as given during technical evaluation benchmarking.

9.6.2 Specification Test

- a) Specification conformity will be tested for the ordered items as per technical specification given in the tender document.
- b) The successful bidder should intimate the readiness of the goods after internal testing along with test report and warranty certificate.
- c) The systems should be supplied in full as per the ordered configuration for acceptance testing. No System, which falls short of the technical specification, will be taken up for acceptance testing under any circumstances, however can offer a better specification than the one finalised through the tender and the same will be accepted for testing.
- d) The successful Bidder should intimate the readiness of the items to SLPC for pre-despatch inspection 7 days in advance before the despatch.
- e) Linux Operating System should be installed in all the computer hardware as per specifications. Necessary device drivers for Linux OS should be supplied in CD-ROM/DVD media.

9.6.3 Temperature Test and Drop test

All the samples will be submitted along with the full detail report from STQC/ERTL/ETDC govt. run laboratory consisting the process for the testing as follows -

- a) The items should be kept at the Thermal chamber to check configuration variation at the ambient conditions of 0-45 degree Centigrade.
- b) Drop test should be conducted on all the six surfaces of the packaging with the systems and peripherals packed inside by dropping the same from a height of one meter. Performance of the hardware shall be checked after conducting such tests with the help of diagnostic software. The packaging should be able to withstand the test without any damage or malfunction.

9.7 Supply, installation and Commissioning

- a) **Delivery** : The ordered items should be delivered, installed and commissioned **within 45 days** from the date of Purchase Order.
 - ii) The FOR of all the items will be all 33 district HQs.
- b) The Successful Bidder is responsible for all unpacking, assemblies, wiring, installations, cabling between hardware units and connecting to power supplies. The Successful Bidder will test all hardware operations and accomplish all adjustments necessary for successful and continuous operation of the hardware at all the installation sites.
- c) The supply and installation of ordered items along with necessary operational and user manuals / drawings, circuit diagram, etc., should be made available in the Tender document. The Successful Bidder shall be responsible for commissioning of the items supplied by preparing interfacing / integrating with purchaser's equipment / accessories / software supplied by other OEMs.
- d) After successful Installation, commissioning and handing over of the ordered items to the consignees the Successful Bidder must obtain signed installation certificate in the specified format along with Sample test results duly certified by the respective consignee on the installed items.
- e) The Successful Bidder shall send status report in the format prescribed in such intervals as may be required by **SLPC** from time to time till the execution of the entire order.
- f) The Successful Bidder shall undertake to supply of spares for the maintenance of the offered items for period of three years.

- g) The details of the service centre representatives responsible for attending the installation, warranty services at each consignee site, name and designation of the contact person and centre in-charge, higher level in-charge who is responsible to oversee the service centres, person to whom complaints can be made in case the service provided by any centre is not satisfactory, phone, fax, mobile numbers & email address must be provided well in advance to each consignee and to **SLPC**.
- h) The Successful Bidder shall stick **SLPC HELP DESK LOGO** / Holograms etc as per the directions of **SLPC** and as per sample, in a prominent place on all the items delivered.
- i) The contractor will provide user manual in Hindi with each Laptop having hardware and software/e-content details. The technical engineer at every spot of distribution will provide the working training to the receiving students and the teachers.

9.8 Warranty Clause

- a) All the Tendered items should be supplied to the customer site free from breakages, malfunctions, breakdowns or manufacturing defects. If any of the items are found defective due to manufacturing defect or design fault or transit damage occurred at the time of supply or within one month from the date of installation, the items in full should be replaced.
- b) All the materials and components of the Tendered items should be covered with a comprehensive warranty of 24 months from the date of delivery for the consignee of the ordered items. The successful Bidder shall be liable to make good the loss by replacing the items or other accessories found defective during the warranty period. The comprehensive warranty means all the spares, service charges, and all taxes excluding consumables cost, if any.
- c) The successful Bidder should give an undertaking to maintain the spares of all the hardware items of 2% of the total quantity ordered.
- d) During the warranty period, the complaints received from the customers should be attended as below.
 - 1) If the complaint is received during the forenoon (up to 2 PM), the complaint should be attended on the same day.
 - 2) If the complaint is received during the afternoon (after 2 PM), the complaint should be attended on the next day. If next day is the declared Holiday, the complaint should be attended in the next working day under normal circumstances. In emergency situations or urgent requirement of the customer, the complaint should be attended within 2 hours on the same day.
 - 3) All the complaints should be attended from the nearest service centres.

e) The individual beneficiary (student) or the Department will be authorized to avail the free services of supplied items covered under this comprehensive warranty clause for two years at the supplier owned service/authorized service centre during warranty period.

9.9 Contact details for service support - Stickers

The successful bidder should deliver the systems with stickers pasted on it containing the Service persons details with escalation matrix for the service facility. The successful bidder should get the approval for the sticker before deploying in the field.

SLPC will conduct post delivery inspection for the systems delivered and if it is found that the successful bidder is not pasting the stickers will be liable for declaring as the non performer. If this deviation is found in three instances, the successful bidder will be declared as the non performer and will not be permitted in participating in SLPC tenders for a period of next 3 years, minimum.

9.10 Call Centre Facility

The Successful Bidders may set up a call centre supported by a web based application for this purpose and may provide access to SLPC. All the complaints as well as rectification details should be recorded in the call centre software. The features of the Call Centre will be discussed mutually. In case, the customer directly calls SLPC, provision should be made for SLPC to register the complaints. Any failure to the Warranty conditions would attract a penalty under non-fulfilment of Tender conditions. The call center shall be equipped with 2% of the total items supplied for onsite support.

10. Payment Clause

- 10.1 100% of the total cost of ordered items will be paid by the consignee as defined at SECTION 3.9, on receiving the all items by consignee with necessary hardware, software (as per specifications and the scope of work of this Bid document) and fulfilment of conditions as mentioned in the SCOPE OF WORK in conjunction with successfully testing report from STQC/ETDC/ERTL Laboratory of the 1 % of total item supplied to particular consignee and on submission of an irrevocable Bank Guarantee for 5% of the cost of the ordered value valid for 2 years during the warranty period to the SLPC.
- 10.2 The part payment will not be made to the supplier by the consignee.
- 10.3 The consignee will be DEO(Sec.) in each concern district. In case the district has two DEOs(Sec.), DEO(Sec-I) will be the consignee.
- 10.4 Penalty amount if any will be adjusted in the payment due to the successful Bidder.

11. CONDITIONS OF TENDER AND CONTRACT FOR OPEN TENDER (See Rule 68)

Note: Tenders should read these conditions carefully and comply strictly while sending their tenders.

1. Tenders must be enclosed in a properly sealed envelope according to the directions given in the tender notice.
2. "**Tenders by bona-fide Laptop OEMs:**" Tenders shall be given only by bona-fide laptop OEM in the goods.

They shall, therefore, furnish a declaration in the SR FORM 11.

3. (i) Any change in the constitution of the firm, etc., shall be notified forthwith by the contractor in writing to the purchase officer and such change shall not relive any former member of the firm, etc., from any liability under the contract.

(ii) No new partner/partners shall be accept in the firm by the contractor in respect of the contract unless he/they agree to avoid by all its terms, conditions and deposit with the purchase officer a written agreement to this effect. The contractors 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. **Income Tax Clearance Certificate:** Tenderers will have to submit an Income Tax Clearance Certificate from the Income Tax Officer of the circle concerned along with the tenders without which tender may not be considered.]

6. Tender forms shall be filled in ink or typed. No tender filled in pencil shall be considered. The tenderer 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.

7. Rate 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.

8. All rates quoted must be FOR destination and should include all incidental charges and taxes etc.

9. (i) **Comparison of Rates :** 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 included.

(ii) While comparing the rates in respect of firms within Rajasthan the element of Rajasthan Sales Tax shall be included.

10. **Price Preference:** [Price preference/preference will be given to the goods produced or manufactured by Industries of Rajasthan over goods produced or manufactured by Industries outside Rajasthan as per Purchase of Stores (Preference to Industries of Rajasthan) Rules, 1995.)]

11. **Validity :** Tenders shall be valid for a period of three months from the date of opening of Tender.

12. 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., he shall, before signing the contract, refer the same to the Purchase Officer and get clarifications.

13. The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.

14. Specifications :

(i) All article supplied shall strictly conform to the specifications, trade mark laid down in the tender form and wherever articles have been required according to ISI specifications, those articles should conform strictly to those specifications and should bear such marks.

(ii) The supply of articles marked with asterisk/at serial number....., shall in addition, Conform strictly to the approved samples and in case of other material where there are no standard or approved samples, the supplier shall be of the very best quality and description. The decision of the Purchase Officer/Purchase Committee whether the articles supplied conform to the specifications and are in accordance with the samples, if any, shall be final and binding on the tenderers.

(iii) **Warranty/Guarantee clause:** The tenderer would give guarantee that the goods/ stores/articles would continue to conform to the description and quality as specified for a period of 3 years from the date of delivery 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/articles, if during the aforesaid period of 3 years, 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 tenderer shall if so called upon to do, replace the goods, etc., or such portion thereof as is rejection by the Purchase Officer, otherwise the tenderer shall pay such damage as may arise by 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. (iv) In case of machinery and equipment also, guarantee will be given as mentioned in clause (iii) above and the tenderer shall during the guarantee period replace the parts if any and remove any manufacturing defect if found during the above period so as to make machinery and equipments operative. The tenderer shall also replace machinery and equipments in case it is found defective which cannot be put to operation due to manufacturing defect, etc.

(v) In case of machinery and equipment specified by the Purchase Officer the tenderer shall be responsible for carrying out annual maintenance and repairs on the terms and conditions as may be agreed. The tender 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.

15. 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 tenderer shall furnish complete address of the premises of his office, godown 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.

16. Samples : Tenders for articles marked within the schedule shall be accompanied by two set of samples of the articles tendered properly packed. Such samples if submitted

personally will be received in the office. A receipt will be given for each sample by the officer receiving the samples. Samples if sent by train, etc., should be dispatched freight paid and the R/R or G.R. should be sent under a separate registered cover. Samples for catering/food items should be given in a plastic box or in polythens bags at the cost of the tenderer.

17. Each sample shall be marked suitably either by written on the sample or on a slip or durable paper securely fastened to the sample, the name of the tenderer and serial number of the item, of which it is a sample in the schedule.

18. Approved samples would be retained free of cost upto the period of six months after the expiry of the contract. The Government shall not be responsible for any damage, wear and tear or loss during testing, examination, etc., during the period these samples are retained.

The Sample shall be collected by the tenderer on the expiry of stipulated period. The Government shall in no way make arrangements to return the samples. The samples collected within 9 months after expiry of contract shall be forfeited by the Government and no claim for their cost, etc., shall be entertained.

19. Samples not approved shall be collected by the unsuccessful tenderer. The Government will not be responsible for any damage, wear and tear, or loss during testing, examination, etc., during the period these samples are retained. The uncollected samples shall be forfeited and no claim for their cost, etc., shall be entertained.

20. Supplies when received shall be subject to inspection to ensure whether they conform to the specifications or with the approved samples. Where necessary or prescribed or practical, tests shall be carried out in Government laboratories, reputed testing house like Sri Ram Testing House, New Delhi and the like and the supplies will be accepted only where the articles conform to the standard of prescribed specifications as a result of such tests.

21. **Drawl of Samples:** In case of tests, samples shall be drawn in four sets in the presence of tenderer or his authorized representative and properly sealed in their presence. Once such set shall be given to them, one or two will be sent to the laboratories and/or testing house and the third or fourth will be retained in the office for reference and record.

22. **Testing charges:** Testing charges shall be borne by the Bidder. In case urgent testing is desired to be arranged by the tenderer or in case of test results showing that supplies are not upto the prescribed standards or specifications, the testing charges shall be payable by the tenderer.

23. Rejection:

(i) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the tenderer at his own cost within the time fixed by the Purchase Officer.

(ii) 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 tenderer of being heard, shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.

24. The rejected articles shall be removed by the tenderer 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 tenderers risk and on his account.

25. The tenderer 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 good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the tenderer shall be liable to make good such loss and shortage found at the checking/inspection of the materials by the consignee. No extra cost on such

account shall be admissible.

26. 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 tenderer of being heard and recording of the reasons for repudiation.

27. Direct or indirect canvassing on the part of the tenderer or his representative will be a disqualification.

28. (i) **Delivery period:** As per section 9.8

(ii) **Extent of quantity – Repeat orders :** If the orders are placed in excess of the quantities shown in tender the notice, the tenderer shall be bound to meet the required supply. Repeat orders may also be placed on the rate 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. If the tenderer 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 the tenderer.

(iii) If the Purchase Officer does not purchase any of the tendered articles or purchases less than the quantity indicated in the tender form, the tenderer shall not be entitled to claim any compensation.

29. **Earnest Money :**

(a) Tender shall be accompanied by an earnest money of Rs 80.00 lakhs without which tenders will not be considered. The amount should be deposited in either of the following forms in favor of Director, Secondary Education, Payable at Bikaner.

(i) Cash through treasury challan deposited under head "**8443-Civil Deposits – 103 – Security Deposits**".

(ii) Bank Drafts/Bankers Cheque of the scheduled Bank.

(b) **Refund of earnest money:** The earnest money of unsuccessful tenderer shall be refunded soon after final acceptance of tender.

1(c) **Partial exemption from earnest money:** Firms which are registered with Director of Industries Rajasthan, shall furnish the amount of earnest money in respect of items for which they are registered as such subject to their furnishing registration certificate in original or Photostat copy or a copy thereof duly attested by any Gazetted Officer 2[deleted] from the Director of Industries Rajasthan, at the rate of 1% of the estimated value of the tender shown in NIT.]

(d) The Central Government and Government of Rajasthan Undertakings need not furnish any amount of earnest money.

(e) The earnest money/security deposit lying with the 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.

30. **Forfeiture of earnest money :** The earnest money will be forfeited in the following cases :

(i) When tenderer withdraws or modified the officer after opening of tender but before acceptance of tender.

(ii) When tenderer does not execute the agreement if any, prescribed within the specified time.

(iii) When the tenderer does not deposit the security money after the supply order is given.

(iv) When he fails to commence the supply of the items as per supply order within the time prescribed.

31. (1) **Agreement and security deposit :**

(i) Successful tenderer will have to execute an agreement in the Form 17 within a period of 7 days of receipt of order and deposit security equal to 5% of the value of the stores for which tenders are accepted 1[deleted] within 15 days from the date of despatch on which the acceptance of the tender is communicated to him.

(ii) The earnest money deposited at the time of tender will be adjusted towards security amount. The Security amount shall in no case be less than earnest money.

(iii) No interest will be paid by the department on the security money.

(iv) The forms of security money shall be as below :-

-
- (a) Cash/Bank Draft/Bankers Cheque/Receipted copy of challan.
(b) Post office Savings Bank Pass Book duly pledged.
(c) National Savings Certificate, Defence Savings Certificates, Kisan Vikas Patras, or any other script/instrument under National Savings Scheme for promotion of small savings, if the same can be pledged. These certificates shall be accepted at surrender value.
(v) The security money shall be refunded within one month of the final supply of the items as per purchases order in case of one time purchase and two months in case delivery is staggered, after the expiry of contract on satisfactory completion of the same or after the expiry of the period of guarantee if any, whichever is later and after satisfied there are no dues outstanding against the tenderer.

(2) (i) Firms registered with the Director of Industries Rajasthan in respect of stores for which they are registered, subject to their furnishing the registration and prescribed [deleted] in original form the Director of Industries or a photostat copy of a copy thereof duly attested by any Gazetted Officer, will be partially exempted from earnest money and shall pay security deposit at the rate of 1% of the estimated value of tender.]

(ii) Central Government and Government of Rajasthan's Undertakings will be exempted from furnishing security amount.

(3) **Forfeiture of Security Deposit** : Security amount in full or part may be forfeited in the following cases :-

- (a) When any terms and conditions of the contract is breached.
(b) When the tenderer fails to make complete supply satisfactorily.
(c) 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.

(4) The expenses of completing and stamping the agreement shall be paid by the tenderer and the department shall be furnished free of charge with one executed stamped counter part of the agreement.

32. (i) All goods must be sent freight paid through Railways or goods transport. If goods are sent freight to pay he freight together with departmental charge 5% of the freight will be recovered from the suppliers bill.

(ii) R.R. should be sent under registered cover through Bank only .

(v) In case supply is desired to be sent by the purchase officer by passenger train, The entire railway freight will be borne by the tenderer .

(vi) Remittance charges on payment made shall be borne by the tenderer.

33. **Insurance** :

(i) The goods will be delivered at the destination godown in perfect condition .the supplier if he so desires, may be 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 State will not be required to pay such charges , if incurred (ii) The articles may also be got insured at the cost of the Purchaser, if so desired by the Purchaser, in such cases, the insurance should invariably be with Life Insurance Corporation of India or its subsidiaries.

34. **Payments**: As per section 10

35.(i) The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the successful tenderer shall arrange supplies within the period on receipt of the firm order from the Purchase Officer.

(ii)**Liquidated damages** : In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of Stores with the tenderer has failed to supply :-

- (1) (a) delay up to one fourth period of the prescribed delivery period 2 ½%
(b) delay exceeding one fourth but not exceeding half of the prescribed period 5%

- (c) delay exceeding half but not exceeding three fourth of 7½% the prescribed period.
- (d) delay exceeding three fourth of the prescribed period. 10%
- (2) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- (3) The maximum amount of liquidated damages shall be 10%
- (4) 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.
- (5) 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.
36. **Recoveries** : Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinary be made from bills. Amount may also be withheld to the extent of short supply, breakages, rejected articles and in case of failure in satisfactory replacement by the supplier alongwith 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.
37. Tenderers must make their own arrangements to obtain import licence, if necessary.
38. If a tenderer 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.
39. The Purchase Officer 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 tenderer has been given or distribute items of stores to more than one firm/supplier.
40. The tenderer 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 firm 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.
41. If any dispute arise 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 Head of the Department 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.
42. All legal proceedings, if necessary arise to institute may by any of the parties (Government of Contractor) shall have to be lodged in courts situated in Rajasthan and not elsewhere.

Signature of Tenderer

Appendix-1 Model Form of Contract

(To be executed on a Rs. 1000/- Non-Judicial Stamp Paper bought in RAJASTHAN by the Successful Bidder for the supply and commissioning of LAPTOP Computers with Accessories and Software) **(NO FIGURES IN NUMERALS OR WORDS SHALL BE FILLED UP IN THIS SAMPLE FORM AT THE TIME OF SUBMISSION OF TENDER)**

This CONTRACT is entered into at Bikaner on the day of 2012 between Education Department of RAJASTHAN and Bidder herein after referred to as “SLPC” (which term shall mean and include its Successors and permitted assigns) on behalf of Customer (s) to be communicated by SLPC from time to time (herein after referred to as “Purchaser (s)”) and Bidder a Company registered under the Indian Companies Act, 1956 and having its Registered Office at herein after referred to as the “Successful Bidder” (which term shall mean and include its Successors and permitted assigns)

Whereas, SLPC had floated a Tender vide Tender No.

Shivira/Sec/Accounts/D2/28012/12 for the supply, installation and commissioning of LAPTOP Systems and related items and the Successful Tenderer has been selected as one of the suppliers in the Tender and SLPC as per the following terms and conditions:-

1. This document on having been signed by both the parties shall constitute a binding contract between the parties and shall remain in force for a period of 12 months. But in the event of any breach of agreement at any time on the part of the Successful Bidder, the contract shall be determinable by SLPC without compensation to the Successful Bidder. The contract may also be put to an end at any time by SLPC upon giving seven days notice to the Successful Bidder.

2. The Successful Bidder agrees that in the event of failure of 10% or more of the vital components of the equipments occurring during the first three year warranty period, SLPC would have a right to blacklist them for any procurement for a period of three years from that date.

3. The Successful Bidder agrees to supply, install and commission the Bill of Material detailed in SLPC Tender **Shivira/Sec/Accounts/D2/28012/12** after carrying out successfully all tests prescribed by the Purchaser(s) at an unit price plus applicable Taxes as enclosed in Annexure to this Agreement to the Purchaser(s) before the specified date. The price offered is firm and is not subject to

enhancement on any ground.

4. The ordered items should be delivered, installed and commissioned within 28 days from the date of Purchase Order. Delivery Schedule for Bulk Qty for Special Project like School Projects within 42 days from the date of issue of Purchase Order.

5. The price of the ordered items as per the Tender includes excise duty, Surcharges, Freight, Octroi, insurance, commissioning, and such other levies that may be applicable

6. The goods or materials to be supplied under this contract are to be of the quality and of the sort mentioned in the SLPC Tender document .

7. The goods or materials are to be delivered on F.O.R destination indicated by SLPC /Purchaser(s) without any extra cost in such quantities or numbers contained in the purchase order to be issued by SLPC from time to time. Any amendments to the orders in terms of quantities or delivery period etc., may be incorporated on a mutually agreed basis. The delivery of goods to the destination is the responsibility of the Successful Bidder only. The goods supplied under the contract should be covered for comprehensive insurance by the Successful Bidder till delivery and acceptance by the authority concerned.

8. SLPC is entitled to change the list of consignee address from time to time based on the requirement of the purchaser(s). In this situation, the suppliers should not claim any additional charges except for any major amount involved which will be resolved mutually.

9. The goods sold under this agreement shall not be taken back. However any replacement necessitated, as part of the warranty commitments shall be carried out by the Successful Bidder and faulty parts/materials that arise out of such replacements shall be taken back by the Successful Bidder within a reasonable time.

10. If the supply, installation and commissioning of the Ordered items are not effected as specified in the purchase order, Purchaser(s) / SLPC shall have the full authority to cancel the order and to take any such action that will be deemed fit in the circumstances.

11. In case of failure by the Successful Bidder to deliver goods or materials demanded from them, within the period specified for delivery or in case of goods or materials delivered by them, not being of the stipulated quality and specifications or in the case of goods or materials being delivered without a correct invoice in duplicate, SLPC or anyone duly authorized by SLPC shall have the power to reject any such goods or materials and to purchase from others instead of any goods or materials so rejected

or not delivered. Unless the successful Bidder shall themselves forthwith supply that shall be sufficient and satisfactory any excess of cost so incurred by the Purchaser(s) over the contract price together with all charges and expenses attending the purchase shall be recoverable by SLPC / Purchaser(s) from the Successful Bidder.

12. A penalty will be levied at the rate of 0.25% per day on the un-delivered portion of the material value subject to a maximum of 10% if the delivery has not been completed in full within the stipulated period subject to force majeure conditions. The delivery period will effect from the date of receipt of confirmed consignee address. Besides such performance may entail back-listing of successful bidder. If the Successful Bidder fails to supply even after the lapse of one month after the stipulated date of delivery, then the orders/contracts are liable for cancellation and the EMD/ Security Deposit will be forfeited in addition to SLPC reserving the right to blacklist the suppliers for a period of three years from participating in SLPC tenders for Government contracts/projects.

13. A Penalty for non-fulfilment or non-observance of tender conditions will be levied at 10% of the total value of the Purchase Order.

14. Notwithstanding anything contained in the penalty clause, SLPC reserves the right to blacklist the bidder from taking part in any of the procurement operations of SLPC for a minimum period of three years from the date of blacklisting for failure to carry out supply in time or according to the quality and quantity prescribed or any such similar reasons. This penalty shall be over and above all other penalties. Such bidders would be automatically banned for 3 years from taking part in SLPC Tenders.

15. i) The materials or goods are to be given warranty for a period of 36 months, after installation and commissioning against any manufacturing defect and bad workmanship solely by the Successful Bidder irrespective of whether the same have been manufactured by them or not. The warranty period of 36 months will commence from the date of installation and commissioning of the ordered items after carrying out successfully the tests prescribed by Purchaser/(s) and installation in good working condition. A report of services attended on monthly basis must be submitted to SLPC for each order during the warranty period.

ii) The Successful Bidder shall undertake to supply the spares for the Standard warranty and Extended Warranty Period of the offered items for the period of three years. If any manufacturing or other technical defects is found within 36

months from the date of installation, commissioning and handing over of the ordered items to Purchaser (s), they will have to be rectified or replaced free of cost by the Successful Bidder in good working condition.

(iii) During the warranty period the Successful Bidder agrees to arrange for a back up item of the Ordered items at their cost, if due to manufacturing and other Technical defects of the Ordered items, the system is down and if it is not restored in working condition within 48 hours. Otherwise the Successful Bidder shall be liable for a penalty for non-fulfilment of the tender conditions at 1% per week of breakdown period on the costs of only those machineries, which are non-functional. The warranty will cover all the materials and goods supplied by the Successful Bidder under this contract irrespective of the fact whether these have been manufactured by Successful Bidder or not.

(iv) The Successful Bidder agrees to provide comprehensive maintenance of the ordered items, which shall include preventive maintenance and corrective maintenance at the location specified by the Purchaser(s). The maintenance shall include replacement of all parts. The Ordered items, which are down, should be restored in good working condition within 48 hours. Otherwise, the Successful Bidder shall be liable for a penalty of 10% per week of breakdown period on the costs of only those machineries, which are non- functional. The Purchaser(s) reserves right to terminate the maintenance contract in the event of unsatisfactory maintenance and claim damages for non-fulfilment of contract.

16) PAYMENT TERMS:

- a) 100% of the total cost of ordered items will be paid by the consignee as defined at SECTION 3.9, on receiving the all items by consignee with necessary hardware, software (as per specifications and the scope of work of this Bid document) and fulfilment of conditions as mentioned in the SCOPE OF WORK in conjunction with successfully testing report from STQC/ETDC/ERTL Laboratory of the 1 % of total item supplied to particular consignee and on submission of an irrevocable Bank Guarantee for 5% of the cost of the ordered value valid for 2 years during the warranty period to the SLPC.
- b) The consignee will be DEO(Sec.) in each concern district. In case the district has two DEOs(Sec.), DEO(Sec-I) will be the consignee.
- c) Penalty amount if any will be adjusted in the payment due to the successful

Bidder.

17.The Successful Bidder agrees that in the event of non-fulfilment or non- observance of any of the conditions stipulated in the contract, the Successful Bidder shall pay as penalty an amount equivalent to 10% of total value of contract or an amount equal to the actual loss incurred by the Purchaser (s) whichever is higher subject to the condition that the loss amount would not exceed the value of the goods supplied.

18.The contract or any part share of interest in it is not be transferred or assigned by the successful Bidder directly or indirectly to any person or persons whomsoever without the written consent of the Purchaser(s).

19.Neither the Purchaser(s)/ SLPC nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes or contingencies beyond their reasonable control such as

- I) Natural phenomena including but not limited to earthquakes, floods and epidemics.
- ii) Acts of any Government authority domestic or foreign including but not limited to war declared or undeclared, priorities and quarantine restrictions.
- ii) Accidents or disruptions including, but not limited to fire, explosions, break down of essential machinery or equipment, power and water shortages.

20. The following document shall be deemed to form and be read and constructed as part of this Contract.

- a) Technical specifications
- b) Tender Terms and Conditions
- c) Amendments issued by SLPC for the Tender document
- d) Corrigendum / Clarifications issued by SLPC for the Tender Document e) Detailed final offer of the Successful Bidder
- f) Purchase Order(s) issued by SLPC from time to time
- g) Correspondence made by SLPC to the Successful Bidder from time to time during the period of the contract.

Wherever the offer conditions furnished by the Successful Bidder are at variance with conditions of this contract or conditions stipulated in the purchase order, the latter shall prevail over the offer conditions furnished by the Successful Bidder.

21.Unless otherwise provided in the agreement, any notice, request, consent or other communication given or required to be given hereunder shall be given by

mailing the same by registered mail, postage prepaid, return receipt requested in the case of the Successful Bidder to the Purchaser(s) at their respective addresses and set forth above or with other addresses and to the attention of such other person or persons as may hereafter be designated by like notice hereunder and any such notice sent by post shall be deemed to have been served on the date when in the ordinary course of post, it would have been delivered at the address to which it was sent.

23.Termination of Contract

23.1 Termination for default

- a) SLPC may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of seven days, sent to the Successful Bidder, terminate the contract in whole or part, (i) if the Successful Bidder fails to deliver any or all of the goods within the time period(s) specified in the Contract, or fails to supply the items as per the Delivery Schedule or within any extension thereof granted by SLPC; or (ii) if the Successful Bidder fails perform any of the obligation(s) under the contract; or (iii) if the Successful Bidder, in the judgement of SLPC, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.
- b) In the event SLPC terminates the Contract in whole or in part, SLPC may procure, upon terms and in such manner as it deems appropriate, the goods and services similar to those and delivered and the Successful Bidder shall be liable to SLPC for any additional costs for such similar goods. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.

23.2 Termination for Insolvency

SLPC may at any time terminate the Contract by giving written notice with a notice period of 7 days to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to SLPC.

23.3 Termination for Convenience

SLPC may by written notice, with a notice period of seven days sent to the Successful Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for SLPC convenience, the extent to which performance of work under the Contract is

terminated, and the date upon which such termination becomes effective. On termination, the successful Bidder is not entitled to any compensation whatsoever.

24. Any notice to the Successful Bidder shall be deemed to be sufficiently served, if given or left in writing at their usual or last known place of abode or business.
25. SLPC reserves the right to cancel the order(s) and to terminate the contract in the event of short performance or non performance of the successful Bidder.
26. In case of any dispute, the matter will be referred to a Sole Arbitrator to be appointed by the Managing Director of SLPC in accordance with the "Arbitration and Conciliation Act 1996". The arbitration shall be held in Bikaner, India and the language English only.
27. Subject to the above, the Courts at Bikaner alone shall have jurisdiction in the matter.

In Witness whereof the parties hereto have signed on the day, month and year above written in the presence of For and or behalf of For and on behalf of Electronics Corporation of Successful Bidder RAJASTHAN

Witnesses:

- 1.
- 2.

Witnesses:

- 1.
- 2.

Appendix-2 Sample Submission Form

Date of submission: __/__/____

OEM Name :
OEM Address :
Tender No. :
Sample Submitted On :

Tender Product Sl No.
:

Sl.No .	Item No.in the Tender	Item Description	Make	Model	Sl.No of the Item

OEM

Dy. Director (Sec Edu)
Shiksha Sankul, Jaipur

Bidding Company Name:

*Name & Designation of the Person
Receives the Sample:*

Signature of the Representative:

Store I/C Name & Designation:

Name:

Signature:

Designation:

Contact No.

NOTE: The Bidders are requested to submit two Sample Laptops on the date of Technical Bid Opening itself.

Appendix-3 Manufacturer's Letter of Guarantee

To
Tendering Authority
Govt. of Rajasthan, Jaipur

Sir,

We hereby undertake to submit a Bid, and subsequently negotiate and sign the contract

With the purchaser against Tender No: SLPC /-----/-----/2010-11 for the (type the Description of goods) Manufactured by us. We hereby extend our full warranty for the goods offered for supply by the above firm against this tender.

We also undertake to provide timely supplies as per terms of tender and as agreed mutually and also to provide a trouble free and continuous support either directly or through our authorised partners under our supervision during the Warranty and Extended warranty period. We will provide the necessary spares support in the event of replacement of any spare parts is necessitated while providing Warranty and Extended Warranty services and if the spares are not available then we will arrange for complete replacement of the item(s) with an equivalent / higher model.

For this tender we authorise M/s. _____ (Complete address and full contact details of the partner) to be our sales and service partner. In the event of discontinuation of supply and service by our partner or any problem arises during provision of supply and services, the entire responsibility to provide trouble free and continuous supply and services to the end-user rests with us and we undertake to provide supply and services directly or through our alternative sales / service partners.

In case of violation of any of the conditions above, I/We understand that I/ We are liable to be blacklisted by SLPC for a period of three years.

Appendix-5

PERFORMANCE BANK GUARNTEE FORM

To

Sir/Madam,

WHEREAS..... (Name of the Contractor) hereinafter called "the Contractor" has undertaken, in pursuance of Contract No..... dated.....2012 to provide the items and the services as per scope of work called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a Nationalised Bank for the sum specified therein as security for compliance with the Contractors performance obligations in accordance with the Contractor.

AND WHEREAS we have agreed to give the Contractor a Guarantee:

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

This guarantee is valid until the..... day of.....2012.

Signature and Seal of Guarantors

.....
.....
.....
.....

Date.....

Address.....

.....
.....

Annexure-1 Technical Bid

A1.1 Check-list for Enclosures		
Documents to be submitted		Fill (YES or NO)
	Filled e-Tender Technical Bid Form and Price Bid Form	
	Payment of Portal Charges and EMD amount	
	Two Part Bid submission	
	Letter of Authorisation for signing the Tender document	
Eligibility Criteria		
1.	Manufacturing License for LAPTOP Computers should be submitted	
	Manufacturing capacity of LAPTOP Computers should be submitted	
2.	Copy of relevant documents in proof should be submitted for existence in the field	
3.	Copies of Balance Sheet and Profit & Loss Account for the last 3 Audited Financial years as a proof for turnover	
4.	Full copies of Work Order or signed Agreement and performance / order completion certificate from the customers for executing single order value.	
5.	Benchmarking (Full Detail Report) for the submitted both the samples as per appendix-3.	
6.	Any STQC/ETDC/ERTL Govt. Laboratory detail test report pertaining to the both submitted samples as per appendix-3.	
7.	<u>Service Centre Facilities</u> In case of Manufacturer's service centre or franchise service centre, copies of the land-line telephone bills or rent agreement dated at least valid up to 31/12/2012 should be submitted as a proof for availability of the service centres. Manufacturer should also submit undertaking to do servicing directly or through their authorised service partners under their supervision.	
6	The bidder should have ISO 9000:2008 / ISO 9001:2008 certified manufacturing facility and copy of the certificate is submitted	
7	Power of Attorney for submitting the bid	
8	Language of the supporting documents only in English/Hindi	

A1.2 Profile of the Bidder		
1.	Name of the Company	Principal Bidder
2.	Year of incorporation	
3.	Nature of the Company (Registered Company or Partnership or	
4.	Registered office	
	Telegraphic Address	
	Office Telephone Number	
	Fax Number	
	Contact Person	
	Name	
	Personal Telephone Number	
	Email Address	
5.	Local presence at Rajasthan	
	Telegraphic Address	
	Office Telephone Number	
	Fax Number	
	Contact Person	
	Name	
	Personal Telephone Number	
	Email Address	
6.	Registration Details	
	Permanent Account Number	
	VAT Registration Number	
	CST Registration Number	
	Service Tax Registration Number	
7.	Banker's Name, Address and Account	
8.	ESI Registration No. or Exemption Details	
9.	PF Registration No. or Exemption Details	

A1.3 Details in support of Eligibility Criteria

Sl.No.	Description	Please give details along with proof
1.	Documentary Proof for existence in the field of Laptop Business.	
2.	Manufacturing capacity	
3.	Annual Turn over (INR)	
	2011-12	
	2010-11	
	2009-10	
4.	Details of single Purchase order for hardware or peripherals executed in Government organisations	
5.	Details about service centres in Rajasthan	

A1.4 Details in support of Evaluation Criteria**1. List of Service Centres**

SN	District	Name of the Bidder, who established the centre and address of the centre	Details about the facilities and no. of service persons

2. Track record on timely completed supply orders

S	Name of customers	Purchase order reference, item, quantity and locations	Schedule date given by customer	Actual date of completion supported by performance certificate

3. Benchmark Test Results

The Bidders should enclose the test results of the Benchmark testing performed by the Bidder and test results for other items.

A1.5 Hardware Compliance

The Bidders should submit the details of the make and model of each item offered against the tender requirement and samples for the same need to be submitted for evaluation.

SN	Item	ITEM SPECIFICATION	Item Quoted details along with Make & Model
1	LAPTOP		
	Technical Compliance Statement as per above specification table for Learning Laptop		Compliance (Yes/No)
	Make and Data sheet of components quoted specified		
	Literature about the specific product quoted, including its technical specifications, performance sheet attached?		
S.No.	Specification		Compliance (Yes/No)
Technical Parameter and Specification			
1.	Processor: x86 Architecture Dual Core Processor with Minimum 1.66 GHz freq. of higher		
2.	Chipset: Compatible chipset of latest generation (OEM manufacturer data sheet be verified)		
3.	RAM: Minimum 2GB populated at Min. 1066 MHz. or above		
4.	Hard Drive: Min. 320GB Serial ATA 5400 RPM with protection against accidental damages		
5.	Keyboard: Keyboard with multi touch Touch pad		
6.	Network Interfaces: Integrated 10/100 Mbps Ethernet adapter, 802.11 b/g/n and integrated Bluetooth		
7.	Interface Ports: Min. 2 X USB 2.0, 1 VGA, 1 RJ-45, 1 Head Phone and 1 Microphone		
8.	Audio: Integrated 2-Ch Audio		
9.	Graphics Controller: Integrated Gfx controller		
10.	Display: 10.1" of higher LCD TFT color display		
11.	Camera: Min. 1.0 Mega Pixel camera		

12.	Weight: 1.5 kg or less	
13.	Operating System: Latest version of MS Windows 7 OS (through MS PIL scheme which exist with GoR and MS MoU) and Compatible Linux with functional drivers	
14.	Anti virus software: Preloaded for update for entire period of warranty for every laptop.	
15.	Warranty: 02 years comprehensive warranty as per SLA defined for quality service support against PBG	
16	Insurance: One year insurance against theft and accidental damages	
17	Battery: 6 cell Lithium Ion with minimum 6 hours of backup	
18	Design: Ergonomically rugged design	
19	Carry Case: Yes, with printed logos of the scheme and serial number of the laptop	
20	Certifications: Energy Star 5.0 or BEE Star Rating for energy efficiency	
21	Additional Features: Every Laptop shall have one prominent sticker with serial number and name of the student along with the name of the scheme similar to attached with these specifications	
22	Kensington Lock: Atleast one rugged good quality Kensington lock with the laptop	
23	Pre loaded educational learning content (i) Open Office with Hindi fonts for document processing and presentations. (ii) Encyclopedia Britannica, (iii) Open source Dictionary, (iv) Cached contents of Khan Academy, (v) Two Language (Hindi and English) User Interface for ease of use for various applications, (vi) Open source compilers for C language programming, (vii) pdf books from NCERT for classes VIII/IX/X and XII. (viii) Pdf books from RBSE (Classes 9-12) which are available through RBSE, Ajmer	
24	Device drivers for laptop on windows and linux on CD as well as on a locked (read only) partition on HDD	

A 1.6 Declaration by Tenderers

[See rule 48(7)]

I/We declare that I am/ we are bonafide original Laptop equipment manufacturer for which I/We have tendered.

If this declaration is found to be incorrect hen 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.

Signature of Tenderer

Annexure-2
PRICE BID – LAPTOP COMPUTER

Bid Reference No.:Shivira/Sec/Accounts/D-2/28011/12-13/
Dated:-

Tender Inviting Authority:						
Name of Work:						
Contract No.						
Bidder Name:						
Schedule of works						
Sl.No.	Description of Work	No. or Qty.	Unit	Rate in fig to be entered by the bidder		Amount
				Fig	words	
1	LAPTOP: As per specification section -----and the services, software as per scope of work.	20000				
Total in figures						
Total in words						

Note: 1) The Bidder shall submit the offer by filling up all the columns against each item. Partial quote is not allowed.

2) Comprehensive Warranty : 24 months

3) The cost comparison will be based on as per last column

4) The rate quoted in last column covers FoR.

5) In the case of rate quoted differs in figures and words, the quotation written in words will be considered.