

# **Open Competitive Bid (OCB)**

for

## **Tender Call Notice for Procurement of Desktop Computers, Printers, and Laptops for Department of Ayush, Government of Telangana**

**September, 2021**

**Proprietary & Confidential**

**Telangana State Technology Services Limited(Telangana Unit),  
Boorgula Ramakrishna Rao Bhavan, B-block, 4<sup>th</sup> floor,  
Tankbund Road, Hyderabad, Telangana 500 063, India.  
Telephones: 91 (40) 23220305, (40) 23223753  
Fax: 91 (40) 23227458**

## **Proprietary & Confidential**

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## News paper advertisement

### **Telangana State Technology Services Limited(TSTSL)**

#### **Tender Call Notice for Procurement of Procurement of Desktop Computers, Printers, and Laptops for Department of Ayush**

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

Bid calling date	05-09-2021
Prebid meeting	09-09-2021
Bid closing date/time	16-09-2021, 03:00 PM
Bid opening date/time	16-09-2021, 03:30 PM
Bid Document Fee	Rs.10,000/-
TSTS Contact person	General Manager – <a href="mailto:pushpa-tsts@telangana.gov.in">pushpa-tsts@telangana.gov.in</a> Manager (HWP2)- <a href="mailto:ksridhar-tsts@telangana.gov.in">ksridhar-tsts@telangana.gov.in</a>
TSTS Reference No.	TSTS/HWP2/HW/2498/AYUSH/2021

For further details regarding detailed Tender Notification, specifications and digital certificate please visit <http://tsts.telangana.gov.in> and <https://tender.telangana.gov.in>. Contact Phone Nos.: (40) 2322 4289, 23222865; Fax: 23227458

Managing Director, TSTSL, Telangana, Hyderabad

**Section A**  
**Tender Call Notice**

**Telangana State Technology Services Limited**  
**5-10-193, 2nd Floor, HACA Bhavan, Opp Assembly, Nampally, Hyderabad – 500004, India.**  
**Phone: (40)23224935, 23226970; Fax: 23227458**  
**Website: <http://www.tsts.telangana.gov.in>.**  
**Phones: (40) 23224289; (40) 23223865; Fax: (40) 23227458**

**Tender Call Notice for Procurement of Procurement of Desktop Computers, Printers, and Laptops for Department of Ayush**

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

Bid calling date	05-09-2021
Prebid meeting	09-09-2021
Bid closing date/time	16-09-2021, 03:00 PM
Bid opening date/time	16-09-2021, 03:30 PM
Bid Document Fee	Rs.10,000/-
TSTS Contact person	General Manager – <a href="mailto:pushpa-tsts@telangana.gov.in">pushpa-tsts@telangana.gov.in</a> Manager (HWP2)- <a href="mailto:ksridhar-tsts@telangana.gov.in">ksridhar-tsts@telangana.gov.in</a>
TSTS Reference No.	TSTS/HWP2/HW/2498/AYUSH/2021

**A.1. The solution, service or material required:**

This tender call is issued on e-procurement market place at [www.tender.telangana.gov.in](http://www.tender.telangana.gov.in). All the terms and conditions are to be read jointly as mentioned in the e-procurement market website and in this document.

On behalf of the Secretary, Board of Indian Medicine, Government of Telangana, TSTS invites bids for Supply and Commissioning of the following equipment : Desktop Computers, Laptops Computers, Mono Laser Printers, and Color Printer for the Head office and various designated unit offices across the State for Ayush Department.

<b><u>Schedule-I</u></b>	<b><u>Qty</u></b>
<b>D.1.1 Desktop Computers</b>	<b>180 Nos.</b>
<b>D.1.2. Mono Laserjet Multifunction printers</b>	<b>119 Nos.</b>
<b>D.1.3. Laptop Computers</b>	<b>5 Nos.</b>
<b>D.1.4. Color Laserjet Multifunction printers</b>	<b>3 Nos.</b>

The detailed technical specifications of the items to be supplied are mentioned in Section –D.

**A.2. Scope of incidental services:** Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods.

**A.3. Maintenance:** Successful bidder has to supply, install, commissioning & maintain the all items including re-installation of software, if required, and other applications incase gets corrupted. In case the supplied items are down and not working, same need to be repaired and restored for normal functioning as per agreed Service Level Requirements. Failing which penalty will be recovered from Performance Security as per Clause mentioned in Section C.

**A.4. Delivery and Installation period:** The successful bidder shall deliver the goods/services, install and commission within Four weeks from the date of signing of the contract.

**A.5. Warranty:** As defined in Section-D of the RFP. During warranty & maintenance period the

bidders should conduct preventive maintenance once in a year besides attending the calls.

**SLA for performance during maintenance period:**

1. The original call log for all the logged calls of complaints & calls closed status should be sent by email to Department and TSTSL on fortnightly basis for monitoring.

2. Along with the above mentioned call log, a date wise abstract of calls logged and repair status within SLA and outside SLA should be provided to TSTSL in the following format with supporting call reports duly signed by the user:

Date	No. of calls logged	Calls closed				Beyond 4 days
		Within 12 hrs	Within 1 day	Within 2 days	Within 4 days	

The above table may be used for calculation of penalties for not meeting the SLA requirements during maintenance/warranty period. In case the information is not provided as mentioned above, a penalty of 1% per week up to a maximum of 10% will be levied until the information is provided.

1. Persistent complaints from the user department during the warranty period relating to the improper service will be sufficient ground for the TSTSL to blacklist the successful bidder & OEM from participating in the future tenders.

Note:

1. The bidder should upload all the required documents with clear visibility, avoid missing documents and avoid bidding mistakes. In such cases, TSTSL reserves its right in seeking clarification from the bidder and may disqualify the bidder for the bidding mistakes, missing documents and for the documents that are not clear.

## Section B

1. The bidder should be a manufacturer/ authorized representative of a manufacturer and should be in business of manufacture and or supply and maintenance of the offered items for a minimum period of **Three (3) years** in India as on bid calling date.
2. The Manufacturer's Authorization Form (MAF) specific to this tender should be submitted as per the Annexure-III for offered items in respect of Schedule-I.
3. The bidder should have cumulative financial turnover of Rs.2Crore or above in the last 3 Financial years(2018-19, 2019-20, & 2020-21 ).
4. The bidder should have minimum cumulative turnover during Financial year 2018-21 for the items/products mentioned (irrespective of brand/model) in the RFP in the years as mentioned below :

S.No.	Item name	Total Sales turnover
1	Desktop Computers	350 Nos.
2	Laserjet Printers	200 Nos.

The bidder should furnish Purchase Order/ Work Order/Contract Agreement copies for the above items.

5. The bidder should furnish the information on major past supplies under the relevant product/services for the last Three financial years and satisfactory performance report from customers.
6. The Bidder/OEM should have minimum one authorized service center as on bid calling date in at least 5 Service engineers in Telangana. Details of the service center and service personnel should be enclosed in Form P5.
7. The bidder should submit/give declaration stating that they are not debarred/blacklisted by any State Government, Central Government, Central & State Govt. Undertakings/enterprises/Organizations and by any other Quasi Government bodies/Organizations, World Bank or any major Enterprise /Organization in India for non-satisfactory performance, corrupt & Fraudulent or any other unethical business practices. Further stating/declaring that no cases pending against the firm/organization either in Government(State or Union) for involvement in cases for supply of sub-standard goods/material or track record of supply of inferior quality or no enquiries on past supplies are being conducted or underway in the Format P6.

If the bidder is debarred/ blacklisted as mentioned above, such bidder becomes ineligible to participate in the bidding process. In case of any concealing of information relating to blacklisting or pending of cases as mentioned above, TSTSL reserves the right to cancel the work order/contract allotted, apart from forfeiting EMD/PBG. TSTSL reserves the right further to take penal action on the bidder.

8. TSTSL /User Department reserves their right in not considering the bid of a bidder, if such bidder/consortium member was a previous supplier and had a past bad track record or their earlier performance was unsatisfactory on any count.
9. Bidder should have TIN registration in Telangana. (proof document to be submitted).

**Note:** The participating bidders should meet the above criteria and the PQ forms, Technical Forms & Financial Forms are to be submitted separately for each respective schedule. Relevant documents in support of above with due attestation of the competent authority should be furnished along with the bid documents.

## Section C

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

S.No	Item	Description						
1.	EMD	<b>Rs.1,50,000</b> Note: Scanned copy of EMD document should be uploaded on e-Procurement website. The Original Copy of EMD should be submitted to TSTS before opening of Financial Bids. EMD should be in the form of Bank Guarantee/online not later than bid calling date.						
2.	Bid Validity Period	120 days from the date of opening of bids.						
3.	EMD Validity Period	EMD Validity period : <b>3Months</b> OR EMD shall be submitted in the form by way of of Bank Guarantee from any Nationalized bank/Schedule Bank having a Branch at Hyderabad. <b>BG Validity period upto : 30/11/2021</b>						
4.	<b>EMD Validity Period</b>	i) BG should be valid for a period of three months from the date of tender notification/ Pre-Bid Minutes / latest corrigendum/ addendum if any. Note: EMD particulars to be furnished in the Annexure-EMD i) BG should be valid for a period of three months from the date of issue of Pre-Bid Minutes / latest corrigendum/ addendum whichever is latest. Note: EMD particulars to be furnished in the Annexure-EMD and BG from Nationalised scheduled / RBI approved Private Scheduled banks (BG from cooperative banks are not acceptable). Note : Incase of BG from Nationalised scheduled / <b>RBI approved Private scheduled banks from a Hyderabad branch only.</b>						
5.	Maintenance Period	As per mentioned against the respective items Maintenance for all the items including warranty period from the date of supply including batteries for Laptop						
6.	Variation in quantities	+/- 25%						
7.	Period for furnishing performance security	Within 7 days from date of receipt of Notification of Award						
8.	Performance security value for all Schedules	5% of Bid Value in favor of "The Managing Director, TSTS Hyderabad" from any Nationalized / Scheduled Bank.						
9.	Performance security validity period	60 days beyond warranty period						
10.	Period for signing of contract	Within 10 days from date of receipt of Notification of Award						
11.	Warranty period	As per mentioned against the respective items, for all the items from date of installation.						
12.	<b>Run Time &amp; Up time for Schedule</b>	The bidder should attend to the breakdown call within 24Hours. If any spare parts are to be replaced the call shall be completed within 48Hours <b>including Sunday's but excluding public holidays</b> from the date of attending the call. Failing which penalty is applicable as per terms & conditions.						
13.	Payment terms	<table border="1" style="width: 100%;"> <thead> <tr> <th>Payment terms</th> <th>Cumulative payment</th> </tr> </thead> <tbody> <tr> <td>On delivery &amp; successful installation.</td> <td>90% of Contract value</td> </tr> <tr> <td>On Acceptance</td> <td>10% of contract value upon submission of satisfactory performance certificate from the user department 45days from the date of supply</td> </tr> </tbody> </table> <p style="text-align: center; font-size: small;">Note : All the Delivery Challans &amp; Installation Reports/Site Not Ready Certificate/report to be Counter signed by the respective Competent Authority.</p>	Payment terms	Cumulative payment	On delivery & successful installation.	90% of Contract value	On Acceptance	10% of contract value upon submission of satisfactory performance certificate from the user department 45days from the date of supply
Payment terms	Cumulative payment							
On delivery & successful installation.	90% of Contract value							
On Acceptance	10% of contract value upon submission of satisfactory performance certificate from the user department 45days from the date of supply							
14.	LD for late deliveries/installations	<b>LD for late deliveries/Installations:</b> 1% of the late delivered or deemed late delivered/installed goods for One week or part thereof, 1.5% for Two weeks or part thereof, 2% for Three weeks or part thereof, 2.5% for 4 weeks or part thereof and so on.						
15.	Maximum LD for late deliveries/installation	Maximum LD for late deliveries/installations: 10% on the Total value of goods for that location/site for late delivery/installation or deemed late delivered/installed goods.						



16.	Penalty for failure to maintain during warranty period for	<p>If down time is more than the permissible down time following penalties shall apply :</p> <p>If down time is more than the permissible down time following penalties shall apply (<b>for every day</b> beyond permissible window downtime penalty shall be imposed as mentioned below in the table )</p> <table border="1"> <tr> <td>Item</td> <td>Penalty beyond permissible down time for every day or part thereof and soon.</td> </tr> <tr> <td>All the Items</td> <td>0.4% of the total equipment cost at that site subject to a maximum of total equipment cost at that site</td> </tr> </table> <p>*The penalty amount will be deducted from the amounts payable to the bidder by TSTS. Once this amount is exhausted, penalty amount will be recovered from the Performance Security. Once the Performance Security also exhausted, the bidder will be required to recoup the Performance Security. If the bidder fails to recoup the Performance Security, the bidder will be debarred from participating in tenders till the time he recoups the Performance Security.</p>	Item	Penalty beyond permissible down time for every day or part thereof and soon.	All the Items	0.4% of the total equipment cost at that site subject to a maximum of total equipment cost at that site
Item	Penalty beyond permissible down time for every day or part thereof and soon.					
All the Items	0.4% of the total equipment cost at that site subject to a maximum of total equipment cost at that site					
17.	Options for the required equipment	If the bidder wants to give option, he may submit it as separate bids along with separate EMD. This will be treated as separate bid for evaluation.				
18.	Conditional bids	Not acceptable and liable for rejection				
19.	Eligibility Criteria	As per Section B				
20.	Transaction Fee	<p><b>Transaction fee:</b> All the participating bidders who submit the bids have to pay an amount @ 0.03% of their final bid value online with a cap of Rs. 10,000/- for quoted value of purchase up to Rs.50 crores and Rs.25000/- if the purchase value is above Rs.50 crores &amp; service tax applicable @ 12.36% as levied by Govt. of India on transaction fee through online in favour of MD, TSTS. The amount payable to TSTS is non refundable.</p> <p><b>Corpus Fund:</b> Successful bidder has to pay an amount of 0.04% on quoted value through demand draft in favour of Managing Director, TSTS, Hyderabad towards corpus fund at the time of concluding agreement.</p>				
21.	Transaction Fee Payable to	The Managing Director, TSTS Ltd., Hyderabad				
22.	Bid submission	<p>On Line.</p> <p>Bidders are requested to submit the bids after issue of minutes of the pre bid meeting duly considering the changes made if any, during the pre bid meeting. Bidders are totally responsible for incorporating/complying the changes/amendments issued if any during pre bid meeting in their bid.</p>				
23.	Procedure for Bid Submission	<p>Bids shall be submitted online on <a href="http://www.tender.telangana.gov.in">www.tender.telangana.gov.in</a> platform</p> <ol style="list-style-type: none"> <li>The participating bidders in the tender should register themselves free of cost on e-procurement platform in the website <a href="http://www.tender.telangana.gov.in">www.tender.telangana.gov.in</a>.</li> <li>Bidders can log-in to e-procurement platform in Secure mode only by signing with the Digital certificates.</li> <li>The bidders who are desirous of participating in e-procurement shall submit their technical bids, price bids as per the standard formats available at the e-market place.</li> <li>The bidders should scan and upload the respective documents in Pre Qualification and Technical bid documentation as detailed at Section E &amp; G of the RFP including EMD. The bidders shall sign on all the statements, documents certificates uploaded by them, owning responsibility for their correctness/authenticity.</li> <li>The rates should be quoted in online only</li> </ol>				
23	Other conditions	1.After uploading the documents, the copies of the uploaded statements, certificates, documents, original Demand Drafts in respect of Bid Security (except the Price bid/offer/break-up of taxes) are to be submitted by the bidder to the O/o The Managing Director, TSTS ,				

	<p>HACA Bhavan, Hyderabad as and when required.</p> <p>Failure to furnish any of the uploaded documents, certificates, will entitled in rejection of the bid. The TSTS shall not hold any risk on account of postal delay. Similarly, if any of the certificates, documents, etc., furnished by the Bidder are found to be false / fabricated / bogus, the bidder will be disqualified, blacklisted, action will be initiated as deemed fit and the Bid Security will be forfeited.</p> <p>2. TSTS will not hold any risk and responsibility regulating non-visibility of the scanned and uploaded documents.</p> <p>3. The Documents that are uploaded online on e-market place will only be considered for Bid Evaluation.</p> <p>4. Important Notice to Contractors, Suppliers and Department users          (i) In the endeavor to bring total automation of processes in e-Procurement, the Govt. has issued orders vide G.O.Ms.No. 13 dated. 5.7.2006 permitting integration of electronic Payment Gateway of ICICI/HDFC/Axis Banks with e-Procurement platform, which provides a facility to participating suppliers / contractors to electronically pay the transaction fee online using their credit cards.</p> <p>5. In case of consortium either the prime bidder or the consortium partner can purchase the bid document. The bid can be filed either with user ID of prime bidder or consortium partner.</p>
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## Section D

D.1.	DESKTOP COMPUTERS
Make & model	<< Specify >>
Processor	Intel Core i3-10 <sup>th</sup> Gen processor or latest
Chipset	Compatible
Motherboard	OEM Motherboard with TPM 2.0
RAM	8GB DDR4 RAM 2666MHz expandable up to 32GB with Min. 2DIMM Slots
Slots	Min 2 PCI/PCIe slots
Hard drive	Minimum 1TB SATA HDD
Audio	Integrated audio controller
NIC	On-board 10/100/1000 Mbps NIC
WiFi Connectivity	Integrated On Board 802.11b/g/n/ac + Bluetooth 4 or better
Optical Drive	8x DVD+/- R/W Optical Disk Drive
Display	23.8" WLED Color LED Backlit Monitor with TCO certified with Internal speakers
Keyboard	OEM 104 Keys Keyboard (Same make as PC)
Mouse	OEM 2 button Optical Scroll mouse (Same make as PC)
USB	8 USB Ports or more with Min. 2 nos of USB 3 or better in front
Ports	1 HDMI, 1VGA Port,1 RJ45 Port
Form Factor	Tower Model
Power Supply	85% Energy Efficiency Surge protected SMPS
General Certification	Energy Star 6.0 / BEE Star Certified, EPEAT India Registered, ISO 9001:2013 or higher
Software	Factory Preloaded Genuine & Licensed MS Windows 10 64bit and MS Office 2019 with certificate of authenticity
Anti Virus S/W	Pre-Loaded with latest version of Antivirus: Symantec/ MacAfee/Quickheal/ Kaspersky/e-Trust/Trend Micro/Checkpoint with following features anti-virus, USB protection, Anti Spyware, Anti-malware, Firewall, Intrusion Prevention, Browser Protection with single management console with 3Years subscriptions with support updates and patches.
Accessories	With required connecting cables and recovery & driver media.
Warranty	Three (3) Years Comprehensive on-site warranty

D.2.	Mono Laserjet multifunction printer
Make & Model	<<Specify >>
Features/functions	Print, scan and copy
Print,copy speed	Minimum 20PPM
Resolution	600 x 600 dpi
Memory	Min 64 MB
Media supported	A4, A5, letter etc
Minimum Number of Copies	99 Copies or higher
Reduce / Enlargement	25% to 400%
Control/operational panel	LCD panel
Input tray capacity	150 sheets
Output tray capacity	100 sheet
Scan file format supported	JPG, RAW (BMP), PNG, TIFF, PDF
Monthly duty Cycle	2500 pages
Connectivity/Interface	High-Speed USB 2.0
Cartridge	Min 5000 pages
OS supported	MS Windows 10, Linux and Mac OS
Accessories	With all required accessories, driver media, interface & power cords for supply & installation of the printers
Warranty	3Years comprehensive onsite warranty

D.3.	Laptop Computers
Make & Model	<< Specify >>
Processor	Intel Corei7-11 <sup>th</sup> gen Quad Core Processor or higher @ Min 2.8GHz & Min 12MB Cache << Specify >>
RAM	1x16GB Scalable DDR4-3200 upto Min 64GB or higher

Storage	512GB SSD
Display	14" FHD IPS Anti-glare LED touch Screen
Graphics	Integrated Graphics
Web Cam	Integrated widescreen HD (720p) Webcam with Single Digital Microphone
Ports	2 USB 3.1 Gen 1, 1 USB2.0,1 USB 3.1 Gen 1 Type-C ; HDMI, Ethernet
Audio	2 tuned speakers; 1 combo headphone / microphone jack
Wifi & BT	802.11ac WiFi & BT 5.0
Touch pad	Multi-touch gesture-enabled touchpad
Keypad	Spill-resistant keyboard; 10-key numeric keypad
SD Card	1 SD Media Card Reader (SD, SDHC, SDXC)
Preloaded S/w	Preloaded Genuine & Licensed MS Windows 10 64 bit SL
Battery	3Cell Lithium Ion battery pack
Pre loaded Software	Pre-Loaded with latest version of Antivirus :Symantec/MacAfee/Trend Micro/ Etrust/QuickHeal/Kaspersky/Checkpoint or Equivalent with following Features antivirus, USB protection, Antispyware, Anti-malware, Firewall, Intrusion Prevention Browser protection with single Management console with 3 years Subscriptions with support updates and patches.
Accessories	With required connecting cables and driver media and OS media should be supplied
Certifications to be Enclosed	MS Windows 10 Certified, RoHS, For OEM : ISO 9001:2008, ISO 14001, ISO 27001 ; Energy Star 6
accessories	With necessary accessories, Connecting Cables, Driver Media and AC power adaptor with Carry Case.
Warranty	3Years Comprehensive onsite Warranty including battery and charger from the date of installation, OS & Anti-Virus.

<b>D.4.</b>	<b>COLOR LASERJET MULTIFUNCTION PRINTERS</b>
<b>PRINTER SPECIFICATIONS</b>	
Functions	Print Scan Copy & Fax
Print Speed, Black & Color	Min 20ppm
Memory	Min 256 MB & 128 MB Flash
<b>PRINTING MEDIA HANDLING</b>	
Finished output handling	Sheetfeed
Input tray capacity	150-sheets
Output tray capacity	Min 100 sheets
Media type and capacity, ADF	35 sheets
First page out black (letter, A4)	Min 12 sec ( Mono & Color)
Monthly duty cycle	Min 30,000 pages
Print quality BW & color (normal)	Up to 600 x 600 dpi
Number of users	Min. 3 Users
Print languages	PCL6; postscript, pdf
<b>Scanner Specifications</b>	
Scan speed (A4, letter )	Min Up to 15ppm (Mono); 8 ppm (Color)
Scan file format	PDF, BMP, PNG, TIFF, JPG
Levels of grayscale	256
Scan Resolution	Min. 300 x 300 dpi (color & mono, ADF); Min. 1200 x 1200 dpi (color & mono, flatbed)
Scan input modes	Front-panel copy, fax; Built-in OEM Scan software to be bundled with printer; TWAIN
Software scan file format	JPG, BMP, PNG, TIFF, PDF
Scan technology	CIS /CCD
<b>COPY SPEED</b>	
Copy speed (Mono, normal quality, A4 & letter)	Min 16 ppm
Copies, maximum	Min 99 copies
Copy reduce / enlarge settings	25 to 400%
<b>CARTRIDGES AND PRINTHEADS</b>	
Display panel	4 (1 each black, cyan, magenta, yellow)
	2-line LCD (0~9 digitals, Star, Pound, Left, Right, OK, Cancel, Back,

	Main Setup, wireless, Color copy, Mono copy, Copy amount, Dark/light, Copy setup, Start Fax, Redial) and including indicators
Energy Efficiency Compliance	EPEAT registered and Energy Star Certified
CONNECTIVITY	
Built-in Modem	33.6 kbps
Interfaces/Connectivity	Hi-Speed USB 2.0 port; built-in Ethernet port, 802.11n 2.4/5GHz wireless, Fax port
Network capabilities	Yes, via built-in 10/100 Base-TX Ethernet; authentication via 802.1X
Wireless capability	Built-in 802.11 b/g/n; Wi-Fi Direct
Mobile printing capability	Apple AirPrint ; Wi-Fi Direct Printing
Plug and play	Auto Wireless Connect
FAX SPECIFICATIONS	
Auto redial	Yes
Speed dials, maximum number	Up to 120 numbers
Fax memory	Up to 1300 pages
Polling	Yes (receive only)
Fax forwarding	Yes with a broadcast Min 100 locations/destinations
Auto fax reduction supported	Yes
PC interface supported	Yes
Telephone handset supported	Yes
Fax memory	Up to 1300 pages
Compatible Operating Systems	MS Windows 10 : Apple Mac
Accessories	With all required accessories, driver media, interface & power cords for supply & installation of the printers
Warranty	3Years comprehensive onsite warranty

## **Section E**

### **E.1. Bidding Procedure: Separate Bid for each Schedule:**

Offers should be made in three parts namely, “Pre-qualification bid”, “Technical bid” and “Financial bid” and in the format given in bid document, on e-Procurement website

- 1.) EMD copy should be uploaded on e-procurement website.
- 2.) Tenders will be accepted only from those who have purchased the Bid Document.
- 3.) All correspondence should be with TSTS contact person.
- 4.) A complete set of bidding documents may be purchased by interested bidders from the TSTS contact person upon payment of the bid document price which is non-refundable. Payment of bid document price should be by demand draft / cashier's cheque or certified cheque drawn in favour of “The Managing Director, Telangana State Technology Services Ltd.” and payable at Hyderabad (India) not later than 1hour before bid closing date & time.

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

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

1. General information on the bidder's company in Form P1
2. Form-PQ#01– The bidder should have financial turnover
3. Form-PQ#02 - The bidder should have minimum cumulative turnover for the items/products mentioned (irrespective of brand/model) in the RFP
4. Form-PQ#03- Major past supplies under the relevant product/services
5. Form-PQ#04 - Service centre particulars
6. Form-PQ#05- PAN, VAT/Sales Tax details of Bidder
7. Form-PQ#06- Bidder and OEM should be valid ISO 9001:2008 Certificates
8. Form-PQ#07-OEM and Bidder should submit the undertaking for delivery commitments
9. Form-PQ#08- OEM Product Declaration
10. Form-PQ#09- Manufacture Authorization Form (MAF) as per format Annexure-III
11. Form-PQ#10- Clean Track Record – As per format Annexure - IV
12. EMD
13. Tender documents fee Receipt
14. Bid Letter Form
15. Document proofs as per Pre-Qualification Criteria of the tender document
16. Any other documents as per RFP

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

1. Deviation(s) to technical specifications, if any in Form T-1
2. Check list in Form T-2
3. Detailed technical documentation, reference to various industry standards to which the products/services included in vendor's offer conform, and literature concerning the proposed solution in Form T-3 (Bidder's format)
4. Other information, if any required in the bid document in Form T-4 (Bidder's format)

**E.4. Financial bid:** The financial bid should provide cost calculations corresponding to unit price of each item of the schedule-wise in Form F-1(on e-procurement website).

**E.5. Pre-bid Meeting:** All those bidders who had purchased bid document can participate in the meeting to seek clarifications on the bid, if any.

## Section F

**Bid evaluation procedure:** Bids would be evaluated for entire Schedule(Schedule-wise). Bidders should offer prices for all the items of Schedule and for the full quantity of an item of Schedule failing which such bid will not be considered. Technical bid documentation should be in the prescribed format. If a vendor has any comment to offer about the procedural aspects of this tender, it should be intimated to TSTS during the pre-bid meeting. In case the schedule or procedure of tender processing is revised, the same shall be communicated by telephone, fax, courier or e-mail as the case may be to all the vendors who have paid the tender document fee.

**F.1. Opening of bids:** Immediately after the closing time, the TSTS contact person shall open the pre-qualification bid', and list them for further evaluation. The Technical bids of only those bidders who qualify in the pre-qualification bid will be opened at the date that will be informed by TSTS. After evaluation of technical bids, the financial bids of only those bidders who qualify in technical evaluation will be opened.

**F.1.1 EMD Validity:**The EMD will be scrutinized first for the amount and validity period. The bids submitted with required EMD amount and validity only be considered for the evaluation. The bids submitted with insufficient EMD amount/validity will be treated as disqualified bids and those bids will not be considered for further evaluation.

**F.2. Pre-qualification bid documentation:**The Pre-qualification bid documentation shall be evaluated in two sub-steps. Firstly, the documentation furnished by the vendor shall be examined prima facie to see if the technical skill base and financial capacity and other vendor attributes claimed therein are consistent with the needs of this project. In the second step, TSTS may ask vendor(s) for additional information, visit to vendors site and/or arrange discussions with their professional, technical faculties to verify claims made in Pre-qualification bid documentation.

**F.3. Technical bid documentation:**Technical bid documentation shall be evaluated in two sub-steps. Firstly, the documentation furnished by the vendor shall be examined prima facie to see if the product /services offered, technical skill base and financial capacity and other vendor attributes claimed therein are consistent with the needs of this project. In the second step, TSTS may ask vendor(s) for additional information, visit to vendors site and/or arrange discussions with their professional, technical faculties to verify claims made in technical bid documentation.

**F.4. Award Criterion:**Final choice of firm to execute the project shall be made on the basis of conformity to technical specifications, appropriateness of the product offered, capability of bidder to execute and service the project and appropriateness of financial offer from the point of view of cost-effectiveness over the entire maintenance period for the product/services.

**Managing Director, TSTS**

## Section G

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

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

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

#### **G.2 General Eligibility**

1. This invitation for bids is open to all firms both from within and outside India, who are eligible to do business in India under relevant Indian laws as is in force at the time of bidding subject to meeting the Pre qualification criterion.
2. Bidders marked/considered by TSTS to be ineligible to participate for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.
3. Bidder/Consortium Member debarred/ blacklisted by any Central or State Govt. / Quasi –Govt. Departments or organizations as on bid calling date for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.
4. Breach of general or specific instructions for bidding, general and special conditions of contract with TSTS or any of its user organizations may make a firm ineligible to participate in bidding process.

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

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

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

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

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



1. A prospective vendor requiring any clarification of the bidding documents may notify TSTS contact person. Written copies / e-mail of the TSTS response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.
2. The concerned person will respond to any request for clarification of bidding documents which it receives no later than bid clarification date mentioned in the notice prior to deadline for submission of bids prescribed in the tender notice. No clarification from any bidder shall be entertained after the close of date and time for seeking clarification mentioned in tender call notice. It is further clarified that TSTS shall not entertain any correspondence regarding delay or non-receipt of clarification from TSTS.

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

1. At any time prior to the deadline for submission of bids, TSTS, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bidding documents by amendment.
2. All prospective bidders those have received the bidding documents will be notified of the amendment and such modification will be binding on all bidders.
3. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the TSTS, at its discretion, may extend the deadline for the submission of bids.

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

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

**G.8 Submission of bids:** The bidders shall submit all the bids i.e., Pre-Qualification, Technical and Financial Bids on e-Procurement website only.

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

1. Bids must be submitted on e-procurement website not later than the bid submission date and time specified in the tender call notice.
2. The TSTS may, at its discretion, extend this deadline for the submission of bids by amending the tender call, in which case all rights and obligations of the TSTS and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

**G.10 Late bids** Any bid not received by the TSTS contact person by the deadline for submission of bids will be rejected and returned unopened to the bidder.

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

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

**G.12 General Business information:** The bidder shall furnish general business information to facilitate assessment of its professional, technical and commercial capacity and reputation.

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

1. The bidder shall furnish, as part of its bid, a bid security for the amount specified in the tender call notice.
2. The bid security is required by TSTS to:
  - a. Assure bidder's continued interest till award of contract and
  - b. Conduct in accordance with bid conditions during the bid evaluation process.
3. The bid security shall be in Indian rupees and shall be a bank guarantee or an irrevocable letter of credit or cashier's certified check, issued by a reputable bank scheduled in India and having at least one branch office in Hyderabad

4. Unsuccessful bidder's bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by TSTS.
5. The successful bidder's bid security will be discharged upon the bidder signing the contract, and furnishing the performance security,
6. The bid security may be forfeited:
  - a. if a bidder withdraws its bid during the period of bid validity or
  - b. in the case of a successful bidder, if the bidder fails:
    - i. to sign the contract in time; or
    - ii. to furnish performance security.

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

It shall contain of the following parts:

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

#### **G.15 Preparation of technical bid**

It shall consist of the following parts.

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

#### **G.16 Preparation of financial bid**

##### **1. Overview of financial bid**

The financial bid should provide cost calculations corresponding to each component of the project.

##### **24. Bid prices**

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

**25. Bid currency:** Prices shall be quoted in Indian rupees.

## Section H

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

#### **H.1. Out line of bid evaluation procedure**

1. The bid opening and evaluation process will be sequential in nature. Means that bidder must qualify a particular stage to be eligible for next stage. Immediately after the closing time, the TSTS contact person shall open the Pre-qualification bids and list them for further evaluation. The Technical and financial bid covers shall be listed and put into a bag to be sealed according to TSTS procedure. The sealed bag of technical and financial bids shall be in custody of a designated officer for opening after evaluation of Pre-qualification bids. Thereafter, Technical bids of qualified bidders will be opened, keeping financial bid in sealed bag. Finally financial bids of those bidders will be opened who are short listed in technical evaluation.
2. In case of composite bid – technical and financial bids combined together, first technical evaluation will be done followed by financial evaluation of only those bids, which have qualified in technical evaluation.
3. Any participating vendor may depute a representative to witness these processes.
4. The standard procedure, described here will stand appropriately modified, in view of special procedures of bid evaluation as mentioned in tender call or elsewhere in this bid document or TSTS may deviate from these in specific circumstances if it feels that such deviation are unavoidable, or will improve speed of processing and consequent project execution.

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

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

- a) Opening of bids : Bids will be opened on the e-Procurement web site at the scheduled time & date.
- b) The bidders names, bid modifications or withdrawals, discounts, and the presence or absence of requisite bid security and such other details as the TSTS officer at his/her discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened.
- c) Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

#### **26. Preliminary examination of Bids**

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

27. **Clarification of bids** : During evaluation of the bids, TSTS may, at its discretion, ask the bidder for clarification of its bid.

28. **Evaluation of Pre – qualification bids**

Pre – qualification bid documentation shall be evaluated in two sub-steps.

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

29. **Evaluation of technical bids**.

Technical bid documentation shall be evaluated in two sub-steps.

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

**In lab proof of concept** : The in lab proof of concept on demand may be organized either in TSTS or in the vendor’s lab by mutual discussion. In case it is organized in TSTS lab, TSTS would make available generic hardware for this purpose. Application specific hardware and software will have to be brought in by the vendor.

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

31. **Evaluation of financial bids** :

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

32. **Evaluation and comparison of financial bids**

1. Evaluation of financial bids will exclude and not take into account any offer not asked for or not relevant to the present requirements of user.
2. Evaluation of financial bid will take into account, in addition to the basic bid price, one or more of the following factors
  - a.) The projected costs for the entire contract period;
  - b.) Past track record of bidder in supply/ services and
  - c.) Any other specific criteria indicated in the tender call and/or in the specifications.

**H.3. Performance and productivity of the equipment**: Bidders shall state the guaranteed performance or efficiency in response to the specifications.

**H.4. Contacting TSTS**

1. Bidder shall not approach TSTS officers out side of office hours and / or out side TSTS office premises, from the time of the tender call notice to the time the contract is awarded.
2. Any effort by a bidder to influence TSTS officers in the decisions on bid evaluation, bid comparison or contract award may result in rejection of the bidder’s offer and bidder may also

be marked as ineligible for future bids. If the bidder wishes to bring additional information to the notice of the TSTS, it should do so in writing.

**H.5. TSTS' right to vary quantities at time of award**

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

**H.6. TSTS' right to accept any bid and to reject any or all bids.**

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

**H.7. Notification of award**

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

**H.8. Signing of contract**

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

**H.9. Performance security**

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

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

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

## Section I

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

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

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

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

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

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

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

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

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

1. The vendor shall not, without prior written consent from TSTS, disclose/share/use the bid document, contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the TSTS in connection therewith, to any person other than a person employed by the vendor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

2. The Vendor shall not, without prior written consent of TSTS, make use of any document or information made available for the project, except for purposes of performing the Contract.
3. All project related document (including this bid document) issued by TSTS, other than the contract itself, shall remain the property of the TSTS and shall be returned (in all copies) to the TSTS on completion of the Vendor's performance under the contract if so required by the TSTS.

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

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

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

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

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

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

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

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

1. Inspection and tests prior to shipment of Goods and at final acceptance are as follows:
  - a. Inspection of the goods shall be carried out to check whether the goods are in conformity with the specifications mentioned in the bid document. Following broad test procedure will generally be followed for inspection and testing of hard ware and firm wares. The vendor will dispatch the goods to the ultimate consignee after internal inspection testing along with the supplier's inspection report, manufacturer's warranty certificate. The TSTS will test the equipment after completion of the installation and commissioning at the site of the installation. (If site preparation is not included in the tender call or specification, the vendor should furnish all details of the site requirement to the TSTS sufficiently in advance so as to get the works completed before receipt of the equipment.)
  - b. The Inspections and tests, at the discretion of TSTS, may be conducted on the premises of the Vendor or its subcontractor(s), at point of delivery, and / or at the good's final destination. If conducted on the premises of the Vendor or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the TSTS.
  - c. Should any inspected or tested goods fail to conform to the specifications the TSTS may reject the goods, and the vendor shall either replace the rejected goods or make alterations necessary to meet specification requirements free of cost to the TSTS/user.
  - d. TSTS' right to inspect, test and, where necessary reject the goods after the goods' arrival at user's site shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by the TSTS or its representative prior to the goods shipment from the country of origin.
  - e. Nothing in this clause shall in any way release the vendor from any warranty or other obligations under this contract.
  - f. The acceptance test will be conducted by the TSTS, their consultant or any other person nominated by the TSTS, at its option. There shall not be any additional charges for carrying out acceptance tests. Any reduction in functional requirements, and performance specifications shall be ground for failure. Any malfunction, partial or complete failure of any part of hardware, firmware or excessive heating of hardware enclosures, motors attached to printers, drivers etc. or bugs in the software shall be grounds for failure of acceptance test. All the software should be complete and no missing modules / sections will be allowed. The vendor shall maintain necessary log in respect of the results of the tests to establish to the entire satisfaction of the TSTS, the successful completion of the test specified. An average uptake efficiency of 97% for the duration of test period ( 7 days) shall be considered as satisfactory.



- g. In the event of the hardware and software failing to pass the acceptance test, A period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the TSTS reserves the rights to get the Equipment replaced by the vendor at no extra cost to the TSTS/user.

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

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

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

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

### **I.11. Delivery and documents**

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

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

1. Within 24 hours of shipment, the Vendor shall notify the TSTS and the Insurance Company by cable or telex or fax full details of the shipment including contract number, description of goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Vendor shall mail the following documents to the TSTS, with a copy to the Insurance Company.
2. Four copies of supplier's invoice showing goods description, quantity, unit price and total amount;
3. 4 copies of packing list identifying contents of each package;
4. Insurance certificate; Manufacturer's/Supplier's warranty certificate;
5. Inspection certificate, issued by the nominated inspection agency and the
6. Supplier's factory inspection report; and Certificate of origin.

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

### **34. For Goods from within India:**

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

1. Four copies of the Vendor invoice showing goods description, quantity, unit price total amount;
2. Delivery note, or acknowledgement of receipt of goods from the user;
3. Manufacturer's or Supplier's warranty certificate;
4. Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report.
5. Certificate of Origin;
6. Insurance policy;
7. Excise gate pass Octroi receipts wherever applicable duly sealed indicating payments made; and
8. Any of the documents evidencing payment of statutory taxes.

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

#### **I.12. Insurance**

1. It is suggested that the goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery up to user site.
2. The insurance should be for replacement value from "Warehouse to warehouse (final destination)" on "All Risks" valid upto 3 months till completion of delivery, installation and commissioning.

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

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

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

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

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

1. The Vendor may be required to provide any or all the following services, including additional services :
  - a. Performance or supervision or maintenance and/or repair of the supplied goods and services, for a period of time agreed by the parties, provided that this service shall not relieve the Vendor of any warranty obligations under this Contract, and
  - b. Training of TSTS and/or its user organization personnel, at the Vendor's site and / or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied goods and services.
  - c. Prices charged by the Vendor for the preceding incidental services, if any, should be indicated separately ( if required), and same will be mutually negotiated separately.

#### **I.16. Spare parts**

1. The Vendor may be required to provide any or all of the following materials, notifications and information pertaining to spare parts manufactured or distributed by the Vendor.
2. Such spare parts as the TSTS may elect to purchase from the Vendor, provided that this election shall not relieve the Vendor of any warranty obligations under the contract and

3. In the event of termination of production of the spare parts, an advance notification to the TSTS of the pending termination, in sufficient time to permit the TSTS to procure needed requirements and
4. The Vendor shall ensure availability of spares in stock at his nearest service centre for immediate delivery such spare parts as: (a) are necessary for a minimum of 5 years of operation after installation at the Purchaser's sites (b) are necessary to comply with specifications.

#### **I.17. Warranty**

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

#### **I.18. Maintenance service**

1. Free maintenance services including spares shall be provided by the vendor during the period of warranty. User, at its discretion may ask the vendor to provide maintenance services after warranty period, i.e. Annual maintenance and repairs of the system at the rates indicated by bidder in its proposal and on being asked so, the vendor shall provide the same. The cost of annual maintenance and repairs cost (after warranty period), which will include cost of spares replaced, shall be paid in equal quarterly installments at the end of each quarter.
2. The maximum response time for maintenance complaint from any of the destination (i.e. time required for supplier's maintenance engineers to report to the installations after a request call/telegram is made or letter is written) shall not exceed 48 hours.
3. The vendor will accomplish preventive and breakdown maintenance activities to ensure that all hardware, and firmware execute without defect or interruption for at least required up time.

4. In case up time is less than the stipulated up time, penalty as indicated in the bid document shall be imposed on the vendor.
5. The amount of penalty if any, will be recovered at source from the performance guarantee during the warranty or from annual maintenance charges payable as the case may be.

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

1. The vendor's request(s) for payment shall be made to the TSTS in writing, accompanied by an invoice describing, as appropriate, the goods/service delivered/ performed.
2. Payments shall be made promptly by the TSTS, but in no case later than (30) days after submission of a valid invoice or claim by the vendor.
3. The currency of payment will be Indian rupees.
4. Payment shall be made as indicated in Bid document.
5. The annual maintenance and repair cost as per separate agreement if any, shall be paid in equal quarterly installments at the end of each quarter as per the rates quoted and agreed.
6. Payment will be made through Cheque.

**I.20. Prices** : Prices charged by the Vendor for goods delivered and services performed under the contract shall not vary from the prices quoted by the Vendor in its bid, with the exception if any price adjustments authorized in special conditions of contract or in the request for bid validity extension, as the case may be.

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

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

- i. Drawing, designs, or specifications, where Goods to be supplied under the Contract are to be specifically manufactured for the TSTS;
- ii. The method of shipment or packing;
- iii. The place of delivery and/or the services to be provided by the Vendor. If any such change causes an increase or decrease in the cost of, or the time required for, the vendor's performance of any provisions under the contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any claims by the Vendor for adjustment under this clause must be asserted within thirty (30) days from the date of the Vendor's receipt of the change order.

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

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

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

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

#### **I.24. Subcontracts**

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

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

1. Delivery of the Goods and performance of the services shall be made by the Vendor in accordance with the time schedule specified by the TSTS in the specifications.

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

**I.26. Liquidated damages**

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

**I.27. Termination for default**

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

**I.28. Force majeure**

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

**I.29. Termination for insolvency**

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

**I.30. Termination for convenience**

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

**I.31. Resolution of disputes**

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

**I.32. Governing language**

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

**I.33. Applicable law :** The contract shall be interpreted in accordance with appropriate Indian laws.

**I.34. Notices**

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

**I.35. Taxes and duties**

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

**I.36. Licensing considerations**

The software mentioned in the Schedules of Requirement will be used throughout Telangana or user's sites even outside Telangana.

**I.37. Protection against damages- site conditions:**

1. The system shall not be prone to damage during power failures and trip outs. The normal voltage and frequency conditions available at site are as under:
  - a. Voltage 230 Volts
  - b. Frequency 50Hz.
2. However, locations may suffer from low voltage conditions with voltage dropping to as low as 160 volts and high voltage conditions with voltage going as high as 220 + 20% volts. Frequency could drop to 50Hz + 2%. The ambient temperature may vary from 10°C to 48°C. The relative humidity may range in between 5% to 95%.
3. The goods supplied under the contract should provide protection against damage under above conditions.

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

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

1. Power failure
2. Voltage variation
3. Frequency variation
4. Temperature and humidity variations.

**I.39. Training:**

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

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

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

## Section J

### **Special conditions of proposed contract (SCC)**



## Bid Letter Form

From:  
(Registered name and address of the bidder.)

To:  
TelanganaTechnology Services Ltd,  
Boorgula Ramakrishna Rao Bhavan, B-block, 4<sup>th</sup> floor,  
Tank bund Road, Hyderabad, Telangana PIN: 500 063, India.

Sir,

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

Project title:

We undertake to provide services/execute the above project or its part assigned to us in conformity with the said bidding documents in accordance with the schedule of prices attached herewith and coverage options made by TSTS or its user organization.

If our bid is accepted, we undertake to;

1. provide services/execute the work according to the time schedule specified in the bid document,
2. obtain the performance guarantee of a bank in accordance with bid requirements for the due performance of the contract, and
3. agree to abide by the bid conditions, including pre-bid meeting minutes if any, which remain binding upon us during the entire bid validity period and bid may be accepted any time before the expiration of that period.

We understand that you are not bound to accept the lowest or any bid you may receive, nor to give any reason for the rejection of any bid and that you will not defray any expenses incurred by us in bidding.

Place:  
Date:

Bidder's signature  
and seal.

## Contract Form

**Contract Ref No:** \_\_\_\_\_

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

BETWEEN

4. the Managing Director, Telangana State Technology Services Ltd., **India**, (hereinafter called “the Purchaser”), and

(2) \_\_\_\_\_ a company incorporated under the laws of India and having its registered office at \_\_\_\_\_. (**Hereinafter called “the Supplier”**).

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

**5. Scope of the Work**

**Brief outline of the work:** To *Supply & Installation of* \_\_\_\_\_ *at* \_\_\_\_\_ . The detailed scope is as covered in RFP and subsequent clarifications.

## **2. Contract Documents**

### *2.1. Contract Documents*

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

- I. This Contract Agreement and the Annexures attached to the Contract Agreement
- II. Notification of award
- III. Minutes of TCPC meeting held on \_\_\_\_\_
- IV. Pre – bid conference minutes
- V. Bid document Ref No. \_\_\_\_\_ Dt. \_\_\_\_\_

**6. Order of Precedence**

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in

2.1(Contract Documents) above, provided that **Schedule of Amendments contained in Annexure VIII shall** prevail over all provisions of the Contract Agreement and the other Appendices attached to the Contract Agreement and all the other Contract Documents listed in 2.1 above.

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

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

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

Sl. No	Solution, service, or material	Qty	Unit Price	Total Price
1.				
2.				
3.				
	<b>Grand Total</b>			

- 5.2 TOTAL VALUE : \_\_\_\_\_
- 5.3 DELIVERY SCHEDULE : \_\_\_\_\_
- 5.4 WARRANTY: \_\_\_\_\_
- 5.5 SUPPLIERS RESPONSIBILITY : \_\_\_\_\_
- 5.6 UP TIME % : \_\_\_\_\_
- 5.7 EXIT CLAUSE : \_\_\_\_\_
- 5.8 PAYMENT TERMS : \_\_\_\_\_

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

For and on behalf of the Purchaser

Signed:\_\_\_\_  
in the capacity of the Managing Director, Telangana State Technology Services Ltd

in the presence of \_\_\_\_\_

For and on behalf of the Supplier

Signed: \_\_

in the capacity of-----, *M/s.* \_\_\_\_\_

in the presence of \_\_\_\_\_

<b>Annexure</b>				
<b>Schedule-I</b>				
<b>Items</b>	<b>Configuration Required</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Total Price</b>
<b>Grand Total</b>				

**Annexure – VIII**

**Amendments & Other Documents**

<b>Sno</b>	<b>Amendment No</b>	<b>Date</b>	<b>Amendment Description</b>

## Annexure I

**TSTS Ref. No.....**

### **Bid Security (EMD) Form**

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

Whereas..... (Here in after called “the Bidder”) has submitted its bid Dated ..... (Date) for the execution of..... (Here in after called “the Bid”)

KNOW ALL MEN by these presents that WE ..... of ..... having our registered office at..... (hereinafter called the “Bank”) are bound unto the Telangana State Technology Service Ltd. (hereinafter called “The TSTS”) in the sum of ..... for which payment well and truly to be made to the said TSTS itself, its successors and assignees by these presents.

The conditions of this obligation are:

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

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

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

Place:  
Date:

Signature of the Bank  
and seal.

**Annexure II**

**TSTS Ref. No.....**

**Performance Security Form**

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

To: ..... (Address of TSTS)

WHEREAS..... (Name of Vendor) hereinafter called “the Vendor” has undertaken, in pursuance of Contract No..... Dated ... (Date), to supply..... called “the Contract”.

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

WHEREAS we have agreed to give the Vendor a Guarantee:

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

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

Place:

Date:

Signature and seal of guarantors

**Annexure III**

### **Manufacturer Authorization**

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

1. Warranty coverage in respect of the goods and services manufactured by the said manufacturer shall be honored by that manufacturer, their channel partners, distributors, authorized service centers as the case may be.
2. The manufacturer updates the bidder and their technical personnel with relevant technical literature, training and skill transfer workshops etc. on a regular basis.
3. The manufacturer provides back to back technical support to the said bidder on a continuing basis.
4. This quoted model is not on the threshold of End of life or discontinuance and will sustain for another year from this bid calling date.
5. We undertake to give support the quoted model in by providing spares and technical support.
6. The said bidder is authorized to provide service and solutions using hardware, firmware and / or software as the case may be.

**Note:** The letter of authority should be signed by a person competent (*not the local representative based out of Hyderabad, in such event i.e., authorization submitted is signed by local representative tender will be treated non-responsive*) and having the power of attorney to bind the manufacturer.

## Form P-1

**Bidder Information**

1	Name of the organization	
2	Year of establishment	
3	Registered Office Address	
4	Phone No.	
5	Fax No.	
6	Email	
7	Contact person details with phone no.	
8	Total No. of branch offices in Telangana	
9	Total Support engineers at -	
10	At Head office ( No.)	
11	At branch offices (No.)	
12	Whether Manufacturer?	If Yes, Provide relevant documents
13	Whether authorized dealer/ Service Provider?	If Yes, Provide relevant documents
14	Details of EMD furnished	
15	Details of certificates enclosed.	





**Form P -3**

**List of Major Customers**

<b>S.No</b>	<b>Customer Full Address</b>	<b>Year of supply</b>	<b>Items supplied to the customer</b>
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>

**Form P-4**

**Details of service centers**

<b>S.No.</b>	<b>OEM Full Address of service center</b>	<b>Contact person with phone No.</b>	<b>OEM No. of support engineers</b>
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>

## Form P7 - Declaration Regarding Clean Track Record

To,  
The Managing Director  
Telangana State Technology Services Limited  
4<sup>th</sup> Floor, B Block, HACA Bhavan,  
Tankbund Road,  
Hyderabad 500063, Telangana, India

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document [No. \_\_\_\_\_]. I hereby declare that my company/Consortium Partners has not been debarred/ black listed as on Bid calling date by any State Government, Central Government, Central & State Govt. Undertakings/enterprises/Organizations and by any other Quasi Government bodies/Organizations, World Bank and any other major Enterprise/Organizations in India for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices. Further, declaring that no cases pending against the firm/organization either in Government (State or Union) or as mentioned above for involvement in cases for supply of sub-standard goods/material or track record of supply of inferior quality or no enquiries on past supplies are being conducted or underway. I further certify that I am competent officer in my company to make this declaration.

Yours faithfully,

(Signature of the Bidder)  
Printed Name  
Designation  
Seal  
Date:  
Business Address:

## Form T -1

Item wise technical compliance statement as per technical specifications mentioned in Section-D of this document (taking in to consideration all the amendments issued to this document, if any) is to be submitted in the following format:

Item Code:

Item Name:

Form T – 2

**Check List**

**Compliance/Agreed/Enclosed/ Deviation Statement**

The following are the particulars of compliance/deviations from the requirements of the tender specifications.

<b>Bid document reference</b>	<b>Remarks</b>
1.Delivery period	
2. Form P-1	
3. Form P-2A	
4. Form P-2B	
5. Form P-3	
6. Form P-4	
7. Form P-5	
8. Form P-6	
9. Form T-1	
10. Form T-2	
11. Form T-3	
12. Form T-4	
13. Form F-1	
14. Pre-qualification criterion	
15. Technical specifications	
16. Financial bid format	
17. General instruction to bidders	
18. Standard procedure for bid evaluation	
19. General condition of proposed contract(GCC)	
20. Special Condition of proposed Contract(SCC)	

The specifications and conditions furnished in the bidding document shall prevail over those of any other document forming a part of our bid, except only to the extent of deviations furnished in this statement.

Place:

Bidder’s signature

Date :

and seal

**NOTE:** For every item appropriate remarks should be indicated like ‘no deviation’, ‘agreed’, ‘enclosed’ etc. as the case may be.

## Unpriced BoM- Form F-1

S#	Schedule-I : Item particulars	Qty	AMC %age	AMC %age
1.	<b>D.1.1 Desktop Computers</b>	<b>180Nos.</b>	<b>for 4<sup>th</sup> Yr</b>	<b>for 5<sup>th</sup> Yr</b>
2.	<b>D.1.2. Mono Laserjet Multifunction printers</b>	<b>119Nos.</b>	<b>for 4<sup>th</sup> Yr</b>	<b>for 5<sup>th</sup> Yr</b>
3.	<b>D.1.3. Laptop Computers</b>	<b>5Nos.</b>	<b>for 4<sup>th</sup> Yr</b>	<b>for 4<sup>th</sup> Yr</b>
4	<b>D.1.4. Color Laserjet Multifunction printers</b>	<b>3Nos.</b>		

(Signature of Bidder)

**Note:-**

1. Unit of Measurement is as per the particulars mentioned in Section – A.
2. **Un-Priced Form F1** (Bill of Material) should be submitted along with Technical bid.