

TENDER NOTICE

**BID DOCUMENT
FOR
SUPPLY, INSTALLATION OF HP 400 G7 SFF (DESKTOP)
AND HP 600 G6 (AIO) NON TOUCH COMPUTERS
WITH
4 YEARS OF WARRANTY SUPPOORT
AT
HIGH COURT OF PATNA**

**NOTICE NO.BSEDC/2317/2021 DATED
30.04.2021**



**बिहार स्टेट इलेक्ट्रॉनिक्स डेवलपमेंट कॉरपोरेशन लिमिटेड (बेल्ट्रॉन)
Bihar State Electronics Development Corporation Ltd. (BELTRON)**
A Government of Bihar Undertaking | CIN-U31900BR1978SGC001317

Beltron Bhawan, Shastri Nagar, Patna, Bihar 800023

<u>INVITATION FOR BIDS</u>		
1.	The Managing Director , BSEDC Patna invites bids in two cover system through online mode for works as detailed below: -	
2.	Nature of work	Supply, Installation & 4 years onsite warranty support for AIO & PC for High Court of Patna
3.	Tender Cost	: INR 10000/-
4.	Tender Processing Fee	: INR 590/-
5.	Earnest Amount Deposit	: INR 1000000/- (Ten lakh Only)
6.	Performance Bank Guarantee	: 10% of the Contract Value
7.	Availability of Bid Documents in the Website www.eproc2.bihar.gov.in	30.04.2021 at 5 PM -
8.	Pre-Bid Date & Time	: 07.05.2021 at 11 AM
9.	Last date /time of Receipt of Bids	21.05.2021 at 4 PM
10.	Date of Opening of General Cum technical Bids	: 24.05.2021 at 11 AM
11.	Date of Opening of Financial Bid Bids	To be intimated later
Sd/- Managing Director		
<ul style="list-style-type: none"> • The Bidding process shall be conducted in an online (e-tendering) manner. Please visit https://www.eproc2.bihar.gov.in for further details regarding the e-Tendering process. • All the clarifications / corrigendum to the queries, notification & details terms and conditions regarding, this tender notice hereafter will be published on line on web site www.bsedc.bihar.gov.in or https://www.eproc2.bihar.gov.in 		

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1. INTRODUCTION

Hon'ble High Court Patna via BSEDC has taken the initiative to provide Desktop & AIO to the High Court Patna as part of the e-court. The objective of the project is to provide Desktop and AIO facility so that they conduct their court procedure through video conferencing during this Covid-19 situation.

BSEDC invites bids from eligible, reputed, qualified vendors for the supply, Installation of Desktop (AIO) and computers at the above said locations with warranty and maintenance support for a period of 4 years from date of installation approved by BSEDC.

2. INSTRUCTION TO BIDDERS

2.1. GENERAL INSTRUCTIONS

While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders are free to assess and propose the solution needed to meet the requirements. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the BSEDC based on this RFP.

No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the BSEDC. Any notification of preferred bidder status by the BSEDC shall not give rise to any enforceable rights by the Bidder. The BSEDC may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the BSEDC without giving any reason. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

2.2. E- PROCUREMENT PROCESS RELATED INSTRUCTIONS

BSEDC now invites proposals from interested eligible bidders through e-procurement process for "Supply, Installation, Commissioning & Maintenance of Desktop & Desktop(AIO) for High Court at Patna".

- a. The bidder shall submit his bid/tender on e-Procurement platform at www.eproc2.bihar.gov.in.
- b. The bidder must have the Class II/III Digital Signature Certificate (DSC) and e-Tendering User-id of the e- Procurement website before participating in the e-tendering process. The bidder may use their DSC if they already have the DSC. They can also take DSC from any of the authorized agencies. For user-id they must get registered themselves on e-procurement website www.eproc2.bihar.gov.in and submit their bids online on the same. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-procurement platform.
- c. The bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the online standard formats given in e-Procurement web site at the respective stage only. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria /

technical bids and other certificate /documents in the e-Procurement web site. The bidder shall digitally sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity. The bidder shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document.

- d. All the required documents should be attached at the proper place as mentioned in the e-forms otherwise the tender of the bidder will be rejected.
- e. Tender Processing Fee (TPF) to be paid through e-Payment mode (i.e. NEFT / RTGS, Net Banking, Credit / Debit Card) only.
- f. Cost of BOM/ Form Fee to be paid through e-Payment mode (i.e. NEFT / RTGS, Net Banking, Credit / Debit Card) only.
- g. "Earnest Money Deposit (EMD) can be paid either through online mode or manual mode (BG). In case of manual mode of payment of EMD, the original hardcopy of the EMD which may be a BG or any other instrument that should be submitted in the tendering authority office before tender opening date and time."

Note: *"Bids along with necessary online payments must be submitted through e-Procurement portal www.eproc2.bihar.gov.in before the date and time specified in the NIT/RFP. The department/Tendering Authority doesn't take any responsibility for the delay / Non-Submission of Tender / Non-Reconciliation of online Payment caused due to Non-availability of Internet Connection, Network Traffic / Holidays or any other reason."*

- h. The tender opening will be done online only.
- i. Any corrigendum or date extension notice will be given on the e-Procurement website only.
- j. For support related to e-tendering process, bidders may contact at Toll Free Number:(1800 572 6571), email id:eproc2support@bihar.gov.in(Working Hours: 8AM to 7PM (All days in week except few selected state holidays).

2.3. BID DOCUMENTS

Bidder is expected to examine all instructions, forms, terms, and requirements in the bid document. Failure to furnish all information required by the bid document or submit a Bid not substantially responsive to the bid document in every respect may result in the rejection of the Bid. The bids should be submitted in three parts as mentioned hereunder on or before last date and time of submission mentioned in this RFP or through any corrigendum.

2.4. PRE-QUALIFICATION BID AS PER ELIGIBILITY CRITERIA SPECIFIED

- A.** A letter on the bidder's letter head,
 - i. Undertaking on Total Responsibility - (Refer Annexure)
 - ii. The profile of the bidder. – (Refer Annexure)
 - iii. Audited annual financial results (balance sheet) of the bidder for the last three financial years.
 - iv. Statutory Auditor / CA Certificate for Net Worth, Profitability and annual IT/ITES services business of the bidder for the last three financial years
 - v. Manufacturer's Authorization Form and No Malicious code declaration – (Refer Annexure)
 - vi. Undertaking on Service Level Compliance – (Refer Annexure)
 - vii. Undertaking on Exit Management and Transition – (Refer Annexure)
 - viii. Self-Declaration of bidder not been blacklisted by any Government Agency – (Refer Annexure)
 - ix. Statement of Deviation from Requirement Specifications – (Refer Annexure)
 - x. Statement of Deviation from Tender Terms and Conditions – (Refer Annexure)
 - xi. Warranty – (Refer Annexure)
 - xii. A self-certified declaration by the authorized signatory of the bidder for having office in Bihar. – (Refer Annexure)
- B.** Certificate of Incorporation/Registration Certificate
- C.** The EMD in the form of a Bank Guarantee issued by a Nationalized / Scheduled Bank, in favor of Bihar State Electronics Development Corporation Limited, payable at Patna or it can be made through the online payment gateway in Eproc2 site before tender opening date and time.
- D.** Copy of PAN Card and GST registration duly attested by the authorized signatory of the Company.

2.5. TECHNICAL BID

- i. Bid particulars.
- ii. Bid letter.
- iii. Proposed Technical Solution, details of equipment and services offered.
- iv. Unpriced Bill of Material (BOM) with functional and technical requirement compliance.
- v. Proposed Project Plan and Implementation Schedule
- vi. Statement of deviation from requirement specifications
- vii. Statement of deviation from tender terms and conditions
- viii. Schedule of delivery
- ix. Warranty
- x. Manufacturer's authorization form(s).

2.6. COST BID

- i. Bid letter.
- ii. Bid particulars including priced Bill of Material (BOM).
- iii. Statement of commercial deviation.

Bidders should enclose with their offer's full details of all the equipment and services offered as well as their latest equipment and services available with full documentation and descriptive literature supplementing the description and point out any special feature of the equipment and services. All documentation is required to be in English.

2.7. COMPLETENESS OF RESPONSE

A. Bidders are advised to study all instructions, forms, terms, requirements, and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

B. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:

- i Include all documentation specified in this RFP;
- ii Follow the format of this RFP and respond to each element in the order as set out in this RFP
- iii Comply with all requirements as set out within this RFP.

2.8. CLARIFICATIONS

The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to the Nodal officer on or before due date as per schedule by email only in editable excel format. Any queries/clarification/letter etc sent after scheduled timeline will not be entertained. Only those participants will be allowed who has send their queries in mail prior to due date.

The queries should necessarily be submitted in the following format in editable excels. For each bidder and OEM 1 representative is allowed. The representative should be employees of the Bidding Company.

S. No.	Page Number(s) & Section of RFP	Content of RFP requiring Clarification(s)	Points of clarification	Justification
1.				
2.				
3.				
4.				

BSEDC shall not be responsible for ensuring that the bidders' queries have been received and / or addressed by them. Any requests for clarifications after the indicated date and time may not be entertained by the BSEDC. Also queries other than specified format (in editable excel) will not be entertained by BSEDC.

2.9. RESPONSES TO PRE-BID QUERIES AND ISSUE OF CORRIGENDUM

Tenderer reserves the right not to respond to any/all queries raised or clarifications sought if, in their opinion and at their sole discretion, they consider that it would be inappropriate to do so or do not find any merit in it. The corrigendum shall be uploaded on the website www.bsedc.bihar.gov.in and www.eproc2.bihar.gov.in.

BSEDC will endeavor to provide timely response to all queries. However, BSEDC makes no representation or warranty as to the completeness or accuracy of any response; nor does BSEDC undertake to answer all the queries that have been posed by the bidders.

At any time prior to the last date for receipt of bids, BSEDC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document through a corrigendum. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the website www.bsedc.bihar.gov.in and www.eproc2.bihar.gov.in.

Any such corrigendum shall be deemed to be incorporated into this RFP. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, BSEDC may, at its discretion, may extend the last date for the receipt of Proposals.

2.10. BID SECURITY I.E. EARNEST MONEY DEPOSIT (EMD)

- A.** Bidders shall submit, along with their Bids, single EMD of INR 10,000,00/- (Rs Ten Lakh only), in the form of a Bank Guarantee (in the format specified in Annexure) issued by any Scheduled/nationalized bank in favor “Bihar State Electronics Development Corporation Ltd’. No interest shall be payable on Bid Security under any circumstance. Bidders can also make the EMD payment through the online at eproc2 site.
- B.** EMD of all unsuccessful bidders would be refunded by BSEDC within sixty (60) days of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Annexure..
- C.** The successful Bidder's Bid security shall be discharged upon the Bidder signing the Agreement.
- D.** The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- E.** The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- F.** The EMD may be forfeited:
 - i. If a bidder withdraws its bid during the period of bid validity.
 - ii. In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

2.11. RFP DOCUMENT FEES

- A. RFP document can be purchased from the office of BSEDC by paying a non-refundable bank amount of INR 10,000/-(INR Ten thousand only) online.
- B. The bidder may also download the RFP documents from the website www.bsedc.bihar.gov.in and www.eproc2.bihar.gov.in. In such case, RFP document fees should be paid online through e-payment mode i.e. Net Banking/Credit Card/Debit Card/Bank Challan on www.eproc2.bihar.gov.in. Proposals received without or with inadequate RFP Document fees shall be rejected.

2.12. COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of its Bid and The BSEDC shall in no event be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

2.13. RIGHT TO TERMINATE THE PROCESS

- A. BSEDC may terminate the RFP process at any time and without assigning any reason. BSEDC makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- B. This RFP does not constitute an offer by BSEDC. The bidder's participation in this process may result BSEDC selecting the bidder to engage towards execution of the contract.

2.14. AUTHENTICATION OF BIDS

The Proposal should be accompanied by a board resolution/power-of-attorney in the name of the signatory of the Proposal.

2.15. SITE VISIT

It is the responsibility of the bidder to visit the proposed sites at their own cost and assessing the feasibility before submitting their technical solution and offer to get a clear idea about the work and preparation of requirement across the sites. BSEDC will facilitate bidders to get access to the sites upon prior intimation if required.

2.16. BID VALIDITY

All bids should remain valid for a period of 180 days (i.e. 6 months) from the bid submission date and BSEDC reserves the right to reject a bid valid shorter than 6 months considering as non-responsive without any correspondence.

In special circumstances, BSEDC may solicit extension of the period of validity from a bidder. The request and the response thereto shall be made in writing. Extension of validity period by the bidder shall be unconditional. The EMD provided shall also be sufficiently extended. Bidder granting extension of validity will not be permitted to modify its technical or financial bid.

2.17. LANGUAGE

The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders.

2.18. HANDWRITTEN DOCUMENTS, ERASURES OR ALTERATIONS

The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Filling up of the information using terms such as “OK”, “noted”, “as given in brochure/manual” is not acceptable and may lead to the dis-qualification of the Bid.

2.19. FRAUD AND CORRUPTION

BSEDC require that Bidder must observe the highest standards of ethics during the entire process of tendering and during execution of the contract. In pursuance of this policy, The BSEDC define, for the purpose of this provision, the terms set forth as follows:

- A. “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of the Department in contract executions.
- B. "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to Department, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive The BSEDC of the benefits of free and open competition.
- C. “Unfair trade practices” means supply of services different from what is ordered on or change in the Scope of Work which is given by the BSEDC in this Tender.
- D. “Coercive Practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.
- E. The BSEDC shall reject the Bid proposal for award of contract, if it determines that the Bidder recommended for award, has been found to have been engaged in corrupt, fraudulent or unfair trade practices. Once the contract is signed and if it is noticed that

the SI has indulged into the Corrupt / Fraudulent / Unfair / Coercive practices, it will be a sufficient ground for The BSEDC for termination of the contract and initiate blacklisting of the Bidder.

2.20. TENDER OPENING

The Proposals submitted before the last date and time of submission will be opened as per the schedule of bid process mentioned in the data sheet of this RFP or notified by a corrigendum through the eproc site.

2.21. REJECTION CRITERIA

Besides other conditions and terms highlighted in the Tender Document, bids may be rejected under following circumstances:

A. General rejection criteria

- Conditional Bids;
- If the information provided by the Bidder is found to be incorrect / misleading / fraudulent at any stage
 - / time during the Tendering Process;
- Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions;
- Bids without signature of person (s) duly authorized on required pages of the bid;
- Bids without power of attorney/ board resolution.

B. Pre-Qualification rejection criteria

- Bidders not complying with the Eligibility Criteria given in this Tender
- Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive or clarification sought by BSEDC is not adequately addressed and complied by the bidder;

C. Technical rejection criteria

- Technical Bid containing commercial details;
- Revelation of Prices in any form or by any reason before opening the Commercial Bid;
- Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect;
- Bidders not quoting for the complete scope of Work as indicated in the Tender Documents, addendum (if any) and any subsequent information given to the Bidder;
- Bidders not complying with the Technical and General Terms and conditions as stated in the Tender Documents;
- The Bidder not confirming unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level Agreements of this tender.

- Each bidder should offer/ quote single make and models against all items. Bidder quoting multiple make and models in their technical bid will lead to rejection.

D. Commercial Rejection Criteria

- Incomplete Price Bid.
- Price Bids that do not conform to the Tender's price bid format.
- If there is an arithmetic discrepancy in the commercial Bid calculations the BSEDC may consider rectifying the same. If the Bidder does not accept the rectification, then their bid may be rejected.

2.22. LICENSING

The Implementing Agency will follow the following licensing conditions:

- The SI shall procure the licenses of the third-party software in accordance with its procedures by payment of applicable license fees on behalf of BSEDC. The licenses thus procured would be in the name of BSEDC. The SI shall ensure that third party vendors provide standards-based customer interface and also takes into account other factors like regular updates and support etc.
- All licenses should be either supported by OEMs/subscription providers for entire contract period.
- All the aforesaid products should have a roadmap for updates and patch management either from OEM or Subscription provider and providing the same would be the responsibility of the SI for the contract period.

2.23. CLARIFICATIONS

If deemed necessary, BSEDC may seek clarifications on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the substance of the tender submitted or price quoted. BSEDC may, if so desire, ask the bidder to give a presentation for the purpose of clarification of the tender. All expenses for this purpose, as also for the preparation of documents and other meetings, will be borne by the bidders.

2.24. PRELIMINARY EXAMINATION

BSEDC will examine the bids to determine whether they are complete, whether required bid security has been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

Bids from agents without proper authorization from the manufacturer shall be treated as non-responsive.

A bid determined as not substantially responsive will be rejected by BSEDC and may not subsequently be made responsive by the bidder by correction of the non-conformity.

BSEDC may, if necessary, waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiver does not

prejudice or affect the relative ranking of any bidder.

2.25. CONSORTIUM OR ASSOCIATION

Consortium or associations of companies is not allowed. The definition of consortium and joint ventures does not include any tie-up with OEMs on company's own account.

2.26. CONCESSIONS PERMISSIBLE UNDER STATUTES

Bidder, while quoting against this tender, must take cognizance of all concessions permissible, if any, under the statutes and ensure the same is passed on to the BSEDC, failing which it will have to bear extra cost. In case Bidder does not avail concessional rates of levies any applicable tax/duties, etc. BSEDC will not take responsibility towards this. However, The BSEDC may provide necessary assistance, wherever possible, in this regard.

3. EVALUATION CRITERIA

3.1. GENERAL CUM -TECHNICAL QUALIFICATION CRITERIA

SL. No.	Checklist Item Description	Criteria	Proof/Documents Required
1	Bidder Registration	The Bidder should be registered with GST	Valid copy of GST Certificate
2	Incorporation Certificate	Bidder should be an established Information Technology Company/ IT System Integrator (Proprietor /Partner/LLP firm) and should have been in the business for a period of at least 3 years as on 31/3/2021.	Valid copy of Certificate of incorporation and Registration Certificates
3	Bidder's Average Annual Turnover	Average annual Turnover of the Bidder shall not be less than Rs. 3 Crore during the last three financial years for provisioning of IT Services	CA Certificate with CA's Registration Number/ Seal for annual turnover. Copy of the audited profit and loss account of the company showing turnover of the company during last three years.
4	Bidder's Net worth	The net worth of the Bidder should be Positive in last financial year.	CA Certificate with CA's Registration Number/ Seal for Net worth. Copy of the audited profit and loss account of the company showing net worth of the company for last financial year.
5	Non-Blacklisting	The bidder shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies.	Self-Declaration in this regard by the authorized signatory of the bidder.
9	Bidder Particular	General Information of the Bidder	Copy of the document listed above should be attested by authorized signatory
10	Authorized Signatory	The proposal must be signed by an authorized signatory (having power of attorney / authorized by board resolution) on each page of the proposal document including enclosures.	Copy of board resolution and / or power of attorney shall be submitted. Failing of which the Bid will be rejected.
11	PAN	Registration with Income Tax Authorities copy only.	Copy of PAN Card. Copy of the document listed above should be attested by authorized signatory
12	GST	Registered with the GST	Copy of GST Registration Certification. Copy of the document listed above should be attested by authorized signatory

13	Bidder Experience	The Bidder should have executed minimum 1 project of order value Rs 1 Cr. for Supply of IT H/w anywhere in India. Or The Bidder should have executed minimum 2 project of order value Rs 50 Lakh for Supply of IT H/w anywhere in India Or The Bidder should have executed minimum 3 project of order value Rs 35 Lakh for Supply of IT H/w Anywhere in India	Copy of the workorder
14	MAF	Bidder must be authorized partner of HP for selling of HP Laptop/Desktop/Printer	MAF as per Annexure for this NIT
15	Certification	Bidder must be ISO 9001:2015 certified	Valid copy of the Certificate at the time of the submission of the Bid.
16	Govt Order	Bidder must have executed minimum 1 project of order value 25 Lakh for supply of IT H/w in any Govt. Dept/PSU/Bank	Copy of Purchase Order

3.2. COMMERCIAL EVALUATION

- A. All the bidders who will qualify the General cum technical qualifying criteria would be eligible for the next stage, i.e. Financial Bid opening.
- B. The lowest evaluated bid price will be the sum of lowest quoted cost inclusive of applicable taxes.
- C. Any figures (price) if left blank by the bidder in Financial e-form will be taken '0' (zero) by BSEDC.

3.3. RIGHT TO ACCEPT ANY OFFER AND TO REJECT ANY OR ALL OFFERS

BSEDC, reserves the right to accept or reject any tender offer, and to annul the tendering process and reject all tenders at any time prior to award of control, without thereby incurring any liability to the affected vendor(s) or any obligation to inform the affected vendor(s) of the grounds for such action.

3.4. NOTIFICATION OF AWARD

BSEDC will notify the successful Bidder(s) via letter / fax /email of its intent of accepting the bid. Within 7 days of receipt of the Letter of Intent issued by the BSEDC, the successful Bidder shall be required to sign the LoI and return the same to the address specified above as a token of acceptance of the LoI.

3.5. FAILURE TO AGREE WITH TERMS AND CONDITION OF RFP

The vendor should abide by all terms and conditions specified in the RFP Document. Conditional offers shall be liable for dis-qualification.

3.6. PERFORMANCE GUARANTEE

As a condition precedent to execution of the Agreement, the successful Bidder(s) shall ensure submission of the requisite unconditional irrevocable Bank Guarantee, in the prescribed format within 15 days of receipt of the LoI as a Performance Guarantee for the services to be performed under the resultant Agreement. The Bank Guarantee shall be equivalent to 10 % of the total Order value must be issued by a Nationalized Bank/Scheduled Bank. The Performance Guarantee shall be valid for a period of 4 years 3 months.

Earnest Money Deposits (EMD) of all unsuccessful bidders would be refunded by BSEDC within sixty days (60) of the bidder being notified as unsuccessful. EMD of the successful Bidder shall be returned on successful execution of the resultant Agreement.

The Performance Guarantee may be liquidated by the BSEDC as penalty / liquidated damages resulting from the System Integrator's (SI) failure to complete its obligations under the resultant Agreement. The Performance Guarantee shall be returned by BSEDC to the vendor within 90 days of the term/expiration of the warranty period.

3.7. SIGNING OF CONTRACT

After BSEDC's notification to the successful Bidder(s) by way of a LoI, acceptance of the LoI and submission of the Performance Guarantee, the successful Bidder shall execute the Agreement with the BSEDC. Failure of the successful Bidder(s) to furnish the Performance Guarantee or execute the Agreement within 7 days from issue of LoI shall cause the EMD of the successful Bidder(s) to be liquidated. In such event, BSEDC shall negotiate with the next eligible bidder. The successful Bidder(s) will be liable to indemnify BSEDC for any additional cost or expense, incurred on account of failure of the successful Bidder(s) to execute the Agreement. LoI will be issued to bidder(s) on basis of L1 value and RFP BOM. However final BOM and order value may vary which shall be acceptable by the L1 bidder.

Notwithstanding anything to the contrary mentioned above, the BSEDC at its sole discretion shall have the right to extend the timelines for execution of Agreement on the request of the successful Bidder, provided the same is bona fide.

4. SCOPE OF WORK

The proposed Desktop and (AIO) would be supply & installed in the High Court Patna. The system includes but not limited to the following tentative work in Project duration.

- A. The entire work including Supply, Installation should be completed as per the timeline schedule of the RFP.
- B. The entire documentation and testing reports should be submitted.
- C. Verification report will be issued by BSEDC/Consultant appointed by BSEDC only after completing the points mentioned above.
- D. It also includes the warranty and maintenance for a period of 4 years from the date of installation.

4.1. INSTALLATION CERTIFICATE

- A. On successful completion of the work as per the 'Scope of work' of this tender document, the Successful bidder(s) shall request to High Court at Patna for issue of installation report for the work carried under this contract.
- B. The complete work shall be subject to verification by Experts. The performance of the system will be tested to comply with the acceptable standards and norms as per the 'Scope of work'.
- C. On successful testing of the system the bidders will be issued the verification report. In case any deficiencies are noticed during the inspection, the bidder will be liable to make good the deficiency failing which the verification report will not be issued.
- D. The bidder will be entitled to submit its bill for payment as per payment schedule under this RFP

4.2. PAYMENT TERMS

- A. 80% on Supply & Installation of all the items at the site.
- B. 10%. Payment shall be paid after verification & deduction of Penalty if any.
- C. 10% final payment will be made only after 4 years of warranty support or submission of 10% of BG with validity till warranty support .

4.3. DELIVERABLES & TIMELINES

SL. No.	Project Activities	Baseline Timeline (in Week) T= Date of issue of LOI
1.	Delivery & Installation of hardware (100% as per site requirement)	T+ 10 Week
2.	Warranty & Support	48 Months from Date of installation

4.4. SERVICE LEVEL AGREEMENT

4.4.1. PRE-IMPLEMENTATION SLAS

If the Successful bidder(s) fails to complete the execution of works or any section by the time for completion, within the relevant time prescribed, then the Successful bidder(s) shall pay liquidated damages to BSEDC at the rate of the 0.50 % of contract value for per week of delay or part thereof subject to maximum of 3% of the contract value. BSEDC may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Successful bidder(s). The payment or deduction of such damages shall not relieve the Successful bidder(s) from his obligation to complete the Works, or from any other of his obligations and liabilities under the contract.

4.4.2. POST-IMPLEMENTATION SLAS

SL. No.	Fault Resolution-SLA	Time allocated	Penalty (in % percentage)
1.	Call Resolution (in case of non-hardware failure)	<8 hrs.	0%
		>8 hrs. <16 hrs.	1% of the unit hardware cost
		>16 hrs < 24 hrs	2% of the unit hardware cost
		> 24 hrs < 48 hrs.	5% of the unit hardware cost
		> 48 hrs	10 % of unit hardware cost
2.	Hardware repair/replacement for Patna	< 24 hrs	0%
		>24 hrs, < 48 hrs	2% of the unit hardware cost
		> 48 hrs< 72 hrs	5% of the unit hardware cost
		>3 Days	10% of the unit hardware cost
3.	Hardware repair/replacement for other location of Bihar	< 48 hrs	0%
		>48 hrs, < 60 hrs	1% of the unit hardware cost
		> 60 hrs< 72 hrs	2% of the unit hardware cost
		>3 Days <5 Days	5% of the unit hardware cost
		> 5 Days	10 % of the unit H/w Cost value

Note:

- Maximum penalty shall not be more than 10% of Contract value during the entire Contract period. However BSEDC may forfeit the BG in case of concurrent occurrence of 10% of SLA breach two times in a year.
- SLA monitoring shall be governed by call log through Phone, Mail or call log at Toll free No of the Company provided to BSEDC. Successful bidders(s) need to close the calls and intimate.

4.5. INDEMNITY

The bidder shall indemnify and keep indemnified BSEDC against all losses and claims for injuries and damages to any person or property whatsoever which may arise out of or in consequence of the construction or maintenance of the work and against all claims, demands, proceedings, damages, costs, changes, expenses whatsoever in respect thereof in relation thereto.

4.6. WARRANTY & MAINTENANCE

- All devices as per BoM should have comprehensive onsite warranty for 4 years from the date

of installation.

- All ongoing software upgrades for all major and minor releases should be provided during the warranty period.
- Successful bidder(s) should ensure maintenance services & spares till support for 4 years.
- Successful Bidders should deploy a dedicated manpower for at least 1 year to provide service and support and proper execution of project

4.7. PRICE VARIATION

The rates quoted by the bidder shall remain firm throughout the contract period and there shall be no upward revision of the rates quoted by the bidder for any reason whatsoever.

4.8. TERMINATION

Notwithstanding anything elsewhere provided herein and in addition to any other right or remedy available to BSEDC under the contract or otherwise including right of BSEDC to claim compensation for delay, the BSEDC may, without prejudice to the right against Successful bidder(s) in respect of any delay, bad workmanship or otherwise or to any claims for damage in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the date for completion has or has not elapsed by intimation in writing, absolutely determine the Contract. Default or failure by the Successful bidder(s) in any of the under mentioned cases, including but not limited to the following shall be the basis of taking action under this clause of the contract:

- A. Failure to provide at the job site, sufficient labor, material, equipment, machinery, and / or facilities, required for the proper and / or due execution of the work or any part thereof:
- B. Failure to execute the works or any of them in accordance with the contract.
- C. Disobedience of any order or instruction of the Site Supervisor and / or Supervisor-in-charge.
- D. Negligence in carrying out the work or carrying out of work found to be unsatisfactory by the Supervisor-in-charge / BSEDC.
- E. Abandonment of the works or any part thereof.
- F. If the Successful bidder(s) is incapable of carrying out the work.
- G. If the Successful bidder(s) misconduct in any manner.
- H. If there is any change in the constitution of the Successful bidder(s) (if a firm) or in the circumstances or organization of the Successful bidder(s), which is detrimental to the interests of BSEDC.
- I. Dissolution of the Successful bidder(s) (If a firm or commencement of liquidation) or winding up (whether voluntary or compulsory) of the Successful bidder(s) (if a company or appointment of a receiver or Manager of any of the Successful bidder(s)'s assets and / or insolvency or the Successful bidder(s) (if a sole proprietorship) or of any partner of the Successful bidder(s) (if a firm).
- J. Delay in execution of work, which in opinion of BSEDC shall delay the completion of work beyond the stipulated date of completion.
- K. Distress, execution, or other legal process being levied on or upon any of the

Successful bidder(s)s goods and /or assets.

- L. If the Successful bidder(s) of any person employed by him shall make or offer for any purpose connected with the contract any gift, gratuity, royalty, commission, gratification, or other inducement (whether money or in any other form) to any employee or agent to BSEDC. The decision of the Secretary, BSEDC as to whether any of the events/ contingencies mentioned in aforesaid clauses entitling BSEDC to terminate the contract has occurred shall be final and binding upon the Successful bidder(s). The reason for the termination stated in the notice of termination shall be final and binding upon the Successful bidder(s) and shall be non-arbitral. The jobs left however by the Successful bidder(s) shall be got done at his risk and cost through the other agencies and the Contract shall be determined accordingly.

4.9. EFFECT OF TERMINATION

Service Provider shall immediately upon termination, discontinue providing any or all of the Services contemplated hereunder;

- A. BSEDC shall upon termination, be under no obligation to make any payments to Service Provider forthwith, except for any payments that may be due and payable to Service Provider in respect of satisfactory Services already completed; and
- B. Service Provider shall return all the property which belongs to BSEDC including any data, information, files of completed or unfinished work. Service Provider shall have no lien over the property of BSEDC.
- C. Upon the termination or expiration this Agreement, the title and ownership of all materials, plans, ideas, slogans, or information (developed by Service Provider for BSEDC) shall be transferred by Service Provider to BSEDC. Thereafter, BSEDC shall have no liability to Service Provider Service arising from BSEDC 's use of any material, plan, idea, slogan or information (developed by Service Provider for BSEDC), whether or not such material was approved, used, published or presented by or on behalf of BSEDC. Service Provider shall transfer such property, and documentation related thereto, to BSEDC immediately after termination.

4.10. FORCE MAJEURE

The right of the Successful bidder(s) to proceed with the work shall not be terminated because of any delay in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the Successful bidder(s), including but not limited to acts of God, or of the public enemy, restraints of a sovereign state, floods, unusual severe weather conditions.

4.11. ARBITRATION

Any and all disputes, controversies, and conflicts ("Disputes") arising out of this Agreement between the Parties or arising out of or relating to or in connection with this Agreement or the performance or non-performance of the rights and obligations set forth

herein or the breach, termination, invalidity or interpretation thereof shall be referred for arbitration in terms of the Arbitration and Conciliation Act, 1996 or any amendments thereof. Prior to submitting the Disputes to arbitration, the Parties shall resolve to settle the Dispute/s through mutual negotiation and discussions. In the event that the said Dispute/s are not settled within thirty (30) days of the arising thereof, the same shall finally be settled and determined by arbitration in accordance with the Arbitration and Conciliation Act, 1996 or any amendment thereof. The place of arbitration shall be Patna only and the language used in the arbitral proceedings shall be English.

The arbitral award shall be in writing and shall be final and binding on each Party and shall be enforceable in any court of competent jurisdiction. None of the Parties shall be entitled to commence or maintain any action in a court of law upon any Dispute arising out of or relating to or in connection with this Agreement (infringement of IPR excepted), except for the enforcement of an arbitral award or as permitted under the Arbitration and Conciliation Act, 1996.

4.12. JURISDICTION OF DISPUTE

All disputes under this contract shall be subject to the jurisdiction of Patna High Court.

4.13. SPECIAL TERMS AND CONDITION

In view of office memorandum F.No.6/18/2019-PPD dated 23rd July, 2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, all tenderers, vendors or service provider should comply to the restrictions under rule 144 (xi) of General Financial Rules (GFRs). If any of the bidder fail to comply then their bids shall be rejected. Bidders to provide certificate regarding compliance as per Annex III of the above order.

5. BILL OF MATERIAL

511 No HP 400 G7 SFF Desktop

393. HP 600 G6 AIO Desktop

6. TECHNICAL SPECIFICATIONS

Make and Model: HP 400 G7 SFF Desktop

Sl No	Component	Specification
1	CPU	Intel Core - i5 105000, 3.1 GHz, 12 MB Cache or higher upgraded
2	Chipset	Intel Q series chipset Only
3	Memory	8 GB DDR4 RAM with 64 GB Expandability or higher
4	Hard Disk Drive	1 TB (7200 rpm) SATA or higher with Minimum 2 interface connectors on Motherboard
5	Display	47 cm (18.5inch) or larger TFT/LED Backlit Digital color monitor TCO-06 certified.
6	Graphics	Intel UHD Graphics
7	Keyboard	104 keys or higher OEM USB Keyboard
8	Mouse	Optical Scroll with USB interfaces.
9	Ports	Request for Minimum 8 USB ports (with at least 4 in front), 1 audio port for Micro phone and headphone in front. Hardware TPM For Security
10	Cabinet	Small form factor
11	Optical Drive	8X or better DVD writer.
12	Networking facility	Integrated Gigabit Ethernet LAN 10/100/1000 on board
13	Operating Systems	Preloaded with UBUNTU OS/UBUNTU OS provided by High Court Of Patna
14	OS certifications	Ubuntu Certified, MIL STD 810, TCO
15	Power Management	Screen Blanking, Hard Disk and system Idle mode in Power on, set password, Power supply SMPS surge protected with 85% efficiency or better.
16	Preloaded Software	Norton or McAfee or e-Trust or e-Scan or Forefront or Trend Micro or PC Tool or Quick heal Antivirus (Latest version) with 4 years License
17	Warranty	4 Year comprehensive onsite warranty.

Make and Model: HP 600 G6 AIO Desktop

Sl No	Component	Specification
1	CPU	Intel Core i5- 10500, 3.1 GHz, 12 MB Cache or higher upgraded
2	Chipset	Intel Q series chipset or better.
3	Memory	8GB, DDR4, 2666 MHz, 64 GB expandability
4	Hard Disk Drive	1TB 7200 rpm Hard Drive

5	Display	21.5" IPS or larger FULL HD LED Backlit Digital color monitor TCO / EPEAT GOLD/ Energy Star Certification
6	Graphics	Intel UHD Graphics
7	Keyboard	104 keys or higher OEM USB Keyboard
8	Mouse	Optical Scroll with USB interfaces.
9	Ports	4 USB 3.1 Gen 1, 1 Display Port / 1 HDMI out, 1 Network Port, 1 Audio Jack/1Microphone Jack.
10	Optical Drive	Tray load DVD Drive (Reads and Writes to DVD/CD)
11	Networking facility	Integrated Gigabit Ethernet LAN 10/100/1000 on board
12	Operating Systems	Preloaded with UBUNTU OS/UBUNTU OS provided by High Court Of Patna
13	OS certifications	Ubuntu Certified, TCO
14	Power Management	Screen Blanking, Hard Disk and system Idle mode in Power on, set password, Power Adaptor 80-150W or higher
15	Preloaded Software	Norton or McAfee or e-Trust or e-Scan or Forefront or Trend Micro or PC Tool or Quick heal Antivirus (Latest version) with 4 years License
16	Warranty	4 Year comprehensive onsite warranty.

7. FINANCIAL PROPOSAL FORMAT

Sr. No.	Particulars	Quantity (A)	Unit Price (B)	Tax (C)	Total Unit Price (D = B+C)	Final Price (E = A x D)
1	HP 400 G7 SFF Desktop with 4 years of warranty support	511				
2	HP 600 G6 AIO with 4 years of warranty support	393				
Grand Total						
<u>GRAND TOTAL IN WORDS:-</u>						

ANNEXURES

8. ANNEXURE 1: FORMATS OF GENERAL BID

Form 1: Bid Cover Letter

To

Subject: Supply, Installation & 4 years of Onsite warranty support of Desktop(AIO) & PC at High Court of Patna
Ref : Tender No: XXXXXXXXXX Dated: XX/XX/XXXX

Sir/ Madam,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for the Appointment of an Agency for Supply, Installation & 4 years of Onsite warranty support of Desktop(AIO) & PC at High Court of Patna

We attach hereto our responses to pre-qualification requirements and technical & commercial proposals as required by the RFP. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to Govt. of Bihar is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and agree to abide by this tender response for a period of 180 days from the date fixed for bid opening. We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed the RFP. We also herewith express our willingness to subject to BSEDC's conditionality's regarding manpower recruitments (required for the project), change of hands of management and declaring upfront the source of funding for the project.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this Day of 2021

(Signature)

(In the capacity of) (Name)

Duly authorized to sign the Tender Response for and on behalf of: (Name and Address of Company) Seal/Stamp of bidder

Witness Signature:

Witness Name:

Witness Address:

Form 2: Checklist for the documents to be included in the Pre-Qualification.

#	Documents to be submitted	Submitted (Y / N)	Documentary Proof (Page No.)
1.	Bid Covering Letter		
2.	Power of attorney / board resolution to the authorized Signatory of the Bid		
3.	E.M.D. of Rs. 10,00,000/-		
4.	Particulars of the Bidders (in the format given in Annexure)		
5.	Copy of Certificate of Incorporation		
6.	Copy of Audited Balance Sheet for last 3 years		
7.	Copy of the audited Profit & Loss Statements for each of the last 3 financial years		
8.	Certificate from the Chartered Accountant towards net worth of the company as on 31/03/2020 Or 31/03/21		
9.	Certificate from the Chartered Accountant towards Revenue of the firm from IT & ITES related business from last 3 financial years		
10.	Appraisal letter from the lead banker giving the <ul style="list-style-type: none"> • Financial position of the firm • Liquidity position, • Credit facility enjoyed by the firm, • present working capital • Any other financial aspects 		
11.	Certified copies of valid PAN documents		
12.	Copy of GST registration		
13.	Statement of Deviation from the RFP Requirements (Format given in Annexure)		
14.	MAF from the OEM		
15	Certification Detail		
16	Bidder Experience		

Form 3: Format to share Organizational Profiles:

Sr. No	Description	Details (to be filled by the responder to the RFP)
1.	Name of the company	
2.	Official address	
3.	Phone No. and Fax No.	
4.	Corporate Headquarters Address	
5.	Phone No. and Fax No.	
6.	Web Site Address	
7.	Details of Company's Registration (Please enclose copy of the company registration document)	
8.	Name of Registration Authority	
9.	Registration Number and Year of Registration	
10.	Quality Certificates (ISO 9001:2015) and its validity	
11.	GST registration No.	
12.	Permanent Account Number (PAN)	
13.	Company's Revenue for last 3 years (Year wise)	
14.	Company's Profitability for the last 3 years (Year wise)	

Note: Please submit the relevant proofs for all the details mentioned above along with your Bid response. Contact Details of officials for future correspondence regarding the bid process

Details	Authorized Signatory	Secondary Contact
Name		
Title		
Company Address		
Phone		
Mobile		
Fax		
E-mail		

Form 4: Formats to share Bidder details:

Name of the Bidder		
Heading1	Sub – Heading	
Financial Capability	Overall turnover for FY 2017-18, FY 2018-19, FY 2019-2020 (in INR crores)	
	Net Worth as on March 31, 2020 (in INR crores) #	
* List of the Projects	1.	
	2.	
	3.	

Note: Please submit CA Certification IT/ITES Business Turnover and Net Worth. Also attach the Auditor Certified financial statements for the last three financial years; FY 2017-18, FY 2018-19, FY 2019-2020.

9. ANNEXURE 2 – FORMATS OF TECHNICAL BID

FORM 1: UNDERTAKING ON TOTAL RESPONSIBILITY

Tender Ref.

Date:

To:

Managing Director,

Bihar State Electronics Development Corporation (BELTRON)
BELTRON Bhawan
Shastri Nagar Patna –
800023

Dear Sir,

Sub: Self certificate regarding Total Responsibility

This is to certify that we undertake total responsibility for the successful and defect free operation of the proposed Project, as per the requirements and terms and condition of the RFP for Supply, Installation & 4 years of Onsite warranty support of Desktop (AIO) touch at High Court of Patna.

Thanking you,

Yours faithfully

(Signature of the Authorized signatory of the Bidding Organization)

Name :

Designation :

Date :

Seal :

Business Address:

FORM 2: MANUFACTURERS'/PRODUCERS' AUTHORIZATION FORM

(This form must be provided by the OEMs of the products proposed.)

Tender Ref.

Date:

To:
Managing Director,
Bihar State Electronics Development Corporation (BELTRON)
BELTRON Bhawan
Shastri Nagar Patna –
800023

Dear Sir,

Subject: OEM Authorization Letter for NIT No. BSEDC /xxxx/2021 dated xx.xx.2021

We, (name and address of the manufacturer) who are established and reputed manufacturers of having factories at (addresses of manufacturing locations) do hereby authorize (name of the bidders & address of the manufacturer) to bid, negotiate and conclude the contract with you against the above mentioned tender for the above equipment manufactured by us.

Yours
faithfully,

For and on behalf of M/s (Name of the manufacturer) Signature Name
Designation
Address Date
Directorate Seal

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder in its Bid should include it. The Bidder should complete the below given table with details of all OEMs as proposed for this assignment.

Item	Name of OEM and brand/ Make	Model no.

FORM 3: NO MALICIOUS CODE UNDERTAKING LETTER

Date:

To
Managing Director,
Bihar State Electronics Development Corporation (BELTRON)
BELTRON Bhawan,
Shastri Nagar, Patna,
Bihar, 800023.

Dear Sir,

Sub: Undertaking for No Malicious Code for RFP no. BSEDC/.../. for Supply, Installation & 4 years of Onsite warranty support of Desktop(AIO) & PC at High Court of Patna dated xx-xx- 2021.

Over and above all our earlier conformations and submissions as per your requirements of the RFP, we confirm that,

1. All proposed hardware and software components in scope of supplies when shipped by __, does not contain embedded malicious code that would activate procedures to: -
 - a) Inhibit the desired and designed function of the equipment.
 - b) Cause physical damage to the user or equipment during the exploitation.
 - c) Tap information in the equipment/networks.

2. We, _____ will be considered to be in breach in case physical damage or malfunctioning is caused due to activation of any such malicious code in embedded software and thus be liable to repair, replace or refund the price of the infected software if reported (or, upon request, return) to the party supplying the software to Customer, if different than _____

Place:

Date

Seal and signature of the bidder

(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)

FORM 4: UNDERTAKING OF SERVICE LEVEL COMPLIANCE

Tender Ref.

Date:

To:
Managing Director,
Bihar State Electronics Development Corporation (BELTRON)
BELTRON Bhawan
Shastri Nagar
Patna – 800023

Sub: Undertaking on Service Level Compliance

Dear Sir,

1. I/We as Implementing Agency do hereby undertake that we shall monitor, maintain, and comply with the service levels stated in the RFP to provide quality service to BSEDC.
2. However, if the proposed resources and ICT components are found to be insufficient in meeting the RFP and/or the service level requirements given by BSEDC, then we will augment the same without any additional cost to BSEDC.

Yours faithfully,

(Signature of the Authorized signatory of the Bidding Organization

Name :

Designation :

Date :

Seal :

Business Address:

FORM 5: UNDERTAKING ON EXIT MANAGEMENT AND TRANSITION

Tender Ref.

Date:

To:
Managing Director,
Bihar State Electronics Development Corporation (BELTRON)
BELTRON Bhawan
Shastri Nagar
Patna – 800023

Sub: Undertaking on Exit Management and Transition

Dear Sir,

1. I/We hereby undertake that at the time of completion of our engagement with the BSEDC, either at the End of Contract or termination of Contract before planned Contract Period for any reason, we shall successfully carry out the exit management and transition of this Project to the BSEDC or to an agency identified by BSEDC to the satisfaction of the BSEDC. I/We further undertake to complete the following as part of the Exit management and transition:
 - a. We undertake to complete the updating of all Project documents and other artefacts and handover the same to BSEDC before transition.
 - b. We undertake to design standard operating procedures to manage system (including application and IT systems), document the same and train BSEDC personnel on the same.
 - c. If BSEDC decides to take over the operations and maintenance of the Project on its own or identifies or selects any other agency for providing operations & maintenance services on this Project, then we shall provide necessary handholding and transition support, which shall include but not be limited to, conducting detailed walkthrough and demonstrations for the IT Infrastructure, handing over all relevant documentation, addressing the queries/clarifications of the new agency with respect to the working / performance levels of the ICT components , conducting Training sessions etc.
2. I/We also understand that the Exit management and transition will be considered complete based on approval from BSEDC.

Yours faithfully,
(Signature of the Authorized signatory of the Bidding Organization)

Name :

Designation :

Date :

Seal :

Business Address:

FORM 6: DECLARATION THAT THE BIDDER HAS NOT BEEN BLACKLISTED

(To be submitted on the Letterhead of the responding agency)

Tender Ref.

Date:

To,
Managing Director,
Bihar State Electronics Development Corporation (BELTRON)
BELTRON Bhawan
Shastri Nagar
Patna – 800023

Sub: Self Declaration of not been blacklisted in response to the RFP <<**>>**

Dear Sir,

We confirm that our company, _____, is not blacklisted in any manner whatsoever by any of the State/UT and/or central government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as on date __/__/.

Place:

Bidder's Company Seal:

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Note: The Bidder shall necessarily provide a copy of Board resolution/'Power of Attorney' authorizing the signatory for signing the Bid on behalf of the Bidder in its Pre-Qualification Bid.

FORM 7: STATEMENT OF DEVIATION FROM REQUIREMENT SPECIFICATIONS

Tender Ref.

Date:

To,
Managing Director,
Bihar State Electronics Development Corporation (BELTRON)
BELTRON Bhawan
Shastri Nagar
Patna – 800023

Reference: Tender Number Dated

Sir,

There are no technical deviations (null deviations) from the requirement specifications of tendered items and schedule of requirements. The entire work shall be performed as per your specifications and documents. OR *(Strike out whatever is not applicable)* Following is the exhaustive list of technical deviations and variations from the requirement specifications of tendered items and schedule of requirements. Except for these deviations and variations, the entire work shall be performed as per your specifications and documents.

S. No.	Section No.	REQ No.	Page No.	Statement of deviations and variations
1.				
2.				

Authorized Signatory

Name: Designation:

Seal:

FORM 8: STATEMENT OF DEVIATION FROM TENDER TERMS AND CONDITIONS

Tender Ref.

Date: dd/mm/yyyy

To,
Managing Director,
Bihar State Electronics Development Corporation (BELTRON)
BELTRON Bhawan
Shastri Nagar
Patna – 800023

Sir,

There are no deviations (null deviations) from the terms and conditions of the tender. All the terms and conditions of the tender are acceptable to us.

OR (*Strike out whatever is not applicable*)

Following are the deviations from the terms and conditions of the tender. These deviations and variations are exhaustive. Except these deviations and variations, all other terms and conditions of the tender are acceptable to us.

S. No.	Section No.	Page No.	Para	Statement of deviations and variations
1.				
2.				

Authorized Signatory Name:

Designation:

Seal:

FORM 9: WARRANTY CERTIFICATE

(On the bidder's Letterhead)

Tender Ref.

Date: dd/mm/yyyy

To,
Managing Director,
Bihar State Electronics Development Corporation (BELTRON)
BELTRON Bhawan
Shastri Nagar
Patna – 800023

Sir,

We warrant that the equipment(s) supplied under the contract would be newly manufactured, free from all encumbrances, defects and faults in material or workmanship or manufacture, shall be of the highest grade and quality, shall be consistent with the established and generally accepted standards for materials of the type ordered, shall be in full conformity with the specifications, drawings of samples, if any, and shall operate as designed. We shall be fully responsible for its efficient and effective operation. We also warrant that the services provided under the contract shall be as per the Service Level Agreement (SLA) with BSEDC. This warranty shall survive inspection of and payment for, and acceptance of the Equipment and Services and shall expire only after 4 years after their successful installation and acceptance by BSEDC.

We warrant that all services to be provided under the contract shall be as per our Service Level Agreement (SLA) with BSEDC. This warranty on services provided shall remain valid for the entire duration of the services contract from the date of acceptance by BSEDC.

The obligations under the warranty expressed above shall include all costs relating to labour, tools, spares, maintenance (preventive as well as unscheduled), and transport charges from site to manufacturer's works / service facilities and back for repair or modification or replacement at site of the equipment or any part of the equipment, which under normal care and proper use and maintenance proves defective in design, material or workmanship or fails to operate effectively and efficiently or conform to the specifications and for which notice is promptly given by BSEDC to us (bidder). We shall provide on-site support for all the equipment and services supplied hereunder during the period of this warranty (4 years after acceptance for equipment and entire service period for services).

Authorized Signatory

Name :

Designation:

Seal:

FORM 10: UNDERTAKING ON OFFICE PREMISES (IN FIRM/ COMPANY LETTER HEAD)

(On the bidder's Letterhead)

Tender Ref.

Date: dd/mm/yyyy

To,
Managing Director,
Bihar State Electronics Development Corporation (BELTRON)
BELTRON Bhawan
Shastri Nagar
Patna – 800023

Sir,

This is to certify that << COMPANY NAME >> has an office in Patna / Bihar. Relevant address proof and supporting documents are enclosed.

Company Secretary /Authorized Signatory Name of Signatory:

Bidder Name:
Place :

FORM 11: PERFORMANCE GUARANTEE

PERFORMANCE GUARANTEE

Ref:
Bank Guarantee No:
Date:

To
Managing Director,
Bihar State Electronics Development Corporation (BELTRON)
BELTRON Bhawan
Shastri Nagar
Patna – 800023

1. Against contract vide Advance Acceptance of the Tender No. _____ Dated covering “RFP for Supply, Installation & 4 years of Onsite warranty support of Desktop(AIO) touch at HighCourt of Patna” (hereinafter called the said 'contract') entered into between BELTRON, Government of Bihar, (hereinafter called the Purchaser) and M/s. _____, a Company incorporated under the Companies Act, 1956 and having its Registered Office at _____ (hereinafter called the Bidder) this is to certify that at the request of the Bidder we (name of the Bank / Branch _____) a body corporate constituted under the Banking Companies [Acquisition and Transfer of Undertakings] Act, 1970 and having its, Registered Office at _____ and a branch office at _____ are holding in trust in favour of the Purchaser, an amount of Rs (Rupees _____ only) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Bidder of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether by any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.
2. We (Name of the Bank /Branch) _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Bidder i.e. till hereinafter called the said date and that if any claim accrues or arises against us _____ (Name of the Bank /Branch) by virtue of this guarantee before the said date, the same shall be enforceable against us _____ (Name of the Bank/Branch) notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us _____ (Name of the Bank/Branch) by the Purchaser before the said date. Payment under this guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.
3. It is fully understood that this guarantee is effective from the date of the said contract and that we _____ (Name of the Bank /Branch) undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.
4. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.
5. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.
6. We _____ (Name of the Bank / Branch) further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Bidder and to forebear or enforce any of the terms and conditions relating to the said contract and we, _____ (Name of the Bank / Branch) shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Bidder or for any forbearance by the Purchaser to the said Bidder or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties,

would, but for this provision have the effect of so releasing us from our liability under this guarantee.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder. Notwithstanding anything contained herein:

i) Our liability under this Bank Guarantee shall not exceed of Rs..... (Rupees in words only). ii). The Bank Guarantee shall be valid up to ; and;

iii) We..... (Name of the Bank / Branch) are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before XX/XX/XXXX

Authorized Signatory of the Bank

Signature

Full name/designation/ Address of the official and date

WITNESS NO. 1

Signature

Full name/designation/ Address

WITNESS NO. 2

Signature

Full name/designation/ Address

FORM 12: BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

To,
Managing Director,
Bihar State Electronics Development Corporation (BELTRON)
BELTRON Bhawan
Shastri Nagar
Patna – 800023

Whereas <Name of the bidder> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP # <RFP Number> dated <Date> for <Name of the assignment> (hereinafter called "the Bid") to BSEDC Know all Men by these presents that we < > having our office at <Address> (hereinafter called "the Bank") are bound unto BSEDC (hereinafter called "the Purchaser") in the sum of Rs. <Amount in figures> (Rupees <Amount in words> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <Date>

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form;
or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
 - (a) *Withdraws his participation from the bid during the period of validity of bid document; or*
 - (b) *Fails or refuses to participate in the subsequent Tender process after having been short listed;*

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser 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 <insert date> and including <extra time over and above mandated in the RFP> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- I. Our liability under this Bank Guarantee shall not exceed Rs. <Amount in figures> (Rupees <Amount in words> only)
- II. This Bank Guarantee shall be valid upto <insert date>)
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <insert date>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date: