

Open Competitive Bid (OCB)

Procurement of Laptop Computers for Commercial Taxes Department, Telangana, Hyderabad

March, 2024



**Commissioner of Commercial Taxes Department
C.T Complex, Nampally, Hyderabad-500 001**

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Section A : Tender Call Notice

Tender Call Notice for Procurement of Laptop Computers for Commercial Taxes Department , Telangana, Hyderabad

Time schedule of various tender related events:

Name of the Work	Procurement of Laptop Computers for Commercial Taxes Department, Telangana, Hyderabad Download the RFP from department website : COMMERCIAL TAXES DEPARTMENT (tgct.gov.in)
Bid calling date	12/03/2024
Date and time for Pre-Bid conference	16/03/2024 12.00 Noon
Last date & time for Pre bid queries	16/03/2024 6.00PM
Bid closing date/time	19/03/2024 04:00 PM
Bid Contact person & mail id	D. Srinivas Reddy, State Tax Officer, email: tg_ccw_helpdesk@tgct.gov.in
Tender Reference No.	CS(1)/01/2021.

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

Commercial Taxes Department, Hyderabad intend to procure 200 Laptop Computers and , invites the bids from the interested bidders for the following: -

Schedule-I

#	Description	Qty (Nos.)
D.1	Laptop Computers (as per specifications provided in the document)	200

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 OS 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: Bidder shall deliver the goods/services across Telangana State and install the same by 31st March, 2024.

A.5. Warranty: As mentioned in Section-D. During warranty & maintenance period the supplier should conduct preventive maintenance once in six months 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 COMMERCIAL TAXES DEPARTMENT 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 COMMERCIAL TAXES DEPARTMENT in the following format with supporting call reports duly signed by the user:

Calls closed						
Date	No.of calls logged	Within 8 hrs	Within 12hrs	Within 1day	Within 2 days	Within 3 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.

3. Persistent complaints from the user department during the warranty period relating to the improper service will be sufficient ground for the COMMERCIAL TAXES DEPARTMENT to blacklist the successful bidder from participating in the future tenders.

Note:

1. Representations received from the bidders within 3 days from the date of opening of technical bids on the issues related to Pre-qualification/Technical bids evaluation and within a day from the date of opening of commercial bids on the issues related to the commercial bid evaluation will only be accepted. Representations received beyond this period will not be considered and strictly rejected.
2. The bidders should upload all the required documents with clear visibility, avoid missing documents and avoid bidding mistakes. In such cases, COMMERCIAL TAXES DEPARTMENT 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 : Pre-Qualification Criteria

1. The bidder should be a manufacturer/ authorized representative of a manufacturer/whole sale dealer 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. Non submission of MAF treated non responsive and disqualified.
3. Bidder should be a company registered under the Indian Companies Act, 1956/2013. Copies of Certificate of Incorporation should be submitted.
4. The bidder should have minimum cumulative financial turnover of Rs. 10 Crore in the sale of IT / IT Enabled Services. The firm should have positive net worth for financial year ending 2022-23. The bidder shall submit copies of Certificate with CA’s Registration Number /Seal, Copies of audited balance sheets and profit and loss statements.
5. The bidder should have cumulative turnover for the items/products mentioned (irrespective of brand/model) in the RFP in the years as mentioned below:

#	Schedule	Items	Period	Total No. of Sales (nos.)
1	I	Laptop Computers	2020-23	300 Nos.

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

6. 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.
7. The Bidder/OEM should have minimum one Service centers at 10 erstwhile Districts in Telangana as on bid calling date. Details of the service center and service personnel should be enclosed to Pre-Qualification Bid.
8. The bidder shall have one office at Hyderabad with Telangana GST registration and PAN details to be submitted in the PQ Bid.
9. Bidder should have valid ISO 9001:2015 certification as on the bid calling date.
10. **Bidder & OEM shall submit the undertaking for delivery commitment that all the items should be delivered by 31.03.2024.**
11. 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 Annexure IV.

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, COMMERCIAL TAXES DEPARTMENT reserves the right to cancel the work order/contract allotted, apart from forfeiting EMD/PBG. COMMERCIAL TAXES DEPARTMENT reserves the right further to take penal action on the bidder.

11. CT Department reserves the right in not considering the bid of a bidder, if such bidder/OEM was a previous supplier and had a past bad track record or their earlier performance was unsatisfactory on any count.
12. Consortium is not allowed.
13. In Compliance of Restrictions under rule 144(xi) of GFR 2017: Regarding restrictions on procurements from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border within India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declarations and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the Laws.

Note: The participating bidders should meet the above criteria for each schedule 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 : Statement of important limits/values related to bid

S.No.	Item	Description	
1	EMD Schedule	Rs. 3,00,000/- Note: Scanned copy of EMD document should be uploaded on e-Procurement website. The Original Copy of EMD should be submitted to Commercial Taxes Department before opening of Financial Bids.	
2	Bid Validity Period	180 days from the date of opening of bids	
3	EMD Validity Period	EMD shall be submitted in the form of DD/Banker Cheque. Validity period: 3 Months OR EMD shall be submitted in the form of Bank Guarantee from any Nationalized bank/Schedule Bank having a Branch at Hyderabad. BG Validity period up to : 30/06/2024	
4	Maintenance Period	As mentioned in Section-D including warranty period for all items	
5	Variation in quantities	+/- 25%	
6	Period for furnishing performance security	Within 3 days from date of receipt of Notification of Award	
7	Performance security value	05% of Contract Value in favor of ““The Commissioner, Commercial Taxes Department, Hyderabad” from any Nationalized / Scheduled Bank from Hyderabad branches.	
8	Performance security validity period	60 days beyond warranty period	
9	Period for signing contract	Within 2 days from date of receipt of Notification of Award	
10	Warranty period	As mentioned in Section-D	
11	Up time	The bidder should resolve the breakdown calls within 24 Hours of call reporting. Failing which penalty is applicable as per terms & conditions. In case of any spare parts are required for replacement, the bidder should resolve the problems within 96 hours.	
12	Payment terms	Payment terms	
		On delivery & successful installation.	90% of contract value
		On Acceptance Test	Remaining 10% of the contract value (On completion of Acceptance Test conducted by COMMERCIAL TAXES DEPARTMENT. Two sets of reports to be submitted. One set to Bills division and one set to AT division).
		Incase site not ready	75% of the Contract value for that site / location.
<p>Note: All the Delivery Challans/Installation Reports/Site Not Ready Certificate/report to be Counter signed by the respective Competent Authority as designated by the CT department. The certificate/report should have Name, Designation, Signature, Date and Seal of the Officer.</p>			

13	LD for late deliveries/installations	LD for late deliveries/Installations: 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.	
14	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	
15	Penalty for failure to maintain during warranty period for all items	Item	Penalty applicable for the downtime as below
		For All Items	For any delay beyond permissible down time, a penalty of 0.5% of the total cost of the item will be subject to a maximum of total equipment cost.
		* The penalty amount will be deducted from the amounts payable to the bidder by Commercial Taxes Department. 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.	
16	Conditional bids	Not acceptable and liable for rejection	
17	Eligibility Criteria	As per Section B	
18	Transaction Fee	Nil	
19	Bid submission	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.	
20	Procedure for Bid Submission	1. Bids shall be submitted manually at the Office of Commissioner, Commercial Taxes Department, Nampally Hyderabad on or before the bid submission date as mentioned in the document.	

		<p>2. The 3 components of the bid (Pre-Qualification, Technical Qualification and Financial qualification) are to be kept in separate envelopes marking appropriately with stage name (PQ, TQ, FQ); All the three individual envelopes should be kept in outer envelope and properly sealed. These sealed envelopes should be dropped at the designated box kept at 1st floor.</p> <p>3. The rates should be quoted in INR only,</p>
21	Other conditions	<p>1. Failure to furnish any of the documents, certificates, will be entitled in rejection of the bid. The Commercial Taxes Department 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. Commercial Taxes Department will not hold any risk and responsibility regulating non-visibility of the scanned and submitted documents.</p> <p>3. The Documents that are to be submitted/dropped in the box kept for this purpose will only be considered for Bid Evaluation.</p>

Section D : Technical Specifications

1. Laptop Computers:

S.No	Parameter	Specifications Required
1	Processor	Intel Core i5 1350P or AMD Ryzen 5 PRO 7640HS Processor
2	RAM	16GB DDR5 SODIMM 5600 Mhz Memory upgrade up to 64GB with Two DIMM slots
3	Storage	512GB PCIe-4x4 2280 NVMe Solid State Drive
4	Graphics	Integrated graphics (Intel UHD Graphics or AMD Radeon Graphics) for everyday tasks,
5	Display	14.0-inch Antiglare WUXGA (1920x1200) LED UWVA 250nits
6	Operating System	Windows® 11 Pro 64 OS All drivers required for proper integration of components should be supplied by the vendor. All latest drivers should be available to download from vendor's website.
7	Ports	2 x SuperSpeed USB Type-A 5Gbps, 1 x HDMI 2.0b, 2 x Thunderbolt 4 with USB Type-C® 40Gbps , 1 x Headphone/Microphone Combo , 1 x Smartcard Reader
8	Connectivity	Ethernet (Internal/External) + WIFI + Bluetooth
9	Webcam	Integrated 5 MP webcam
10	Battery	Long Life 3-cell 51 Wh Li-ion polymer Battery with fast charge
11	Keyboard	Back Light Premium Keyboard with Spill Resistant, Click pad to manage most commonly used functions with a single keystroke
13	Form Factor	Slim and lightweight design for portability
14	Security	Integrated Fingerprint reader and Lock slot & Trusted Platform Module (TPM) 2.0. Software required to protect PC from malware on malicious websites or hides in common files , isolates key applications in their own virtual containers—trapping any malware and deleting it as soon as you close the application.
15	Certifications and Additional Software	WINDOWS , RoHS , Energy Star and EPEAT Registered, ISO - complete Offline Diagnostics software suite should be supplied along with the system.
18	BIOS	BIOS of the Laptop to have tool for Enhanced security features like self-healing, regular checks.

19	Tamper Lock Feature	System should give alert / feature / tool for physical attacks on devices (when a target device is disassembled in order to modify or directly probe the system board) and it should support the following ,Flash memory replacement attacks , Trusted Platform Module (TPM) probing attacks ,Direct Memory Access (DMA) attacks , Side channel attacks.
20	Warranty	Three years parts and labour warranty
21	Weight	1.5 to 1.7 Kgs with rain resistant bag for the laptop.
22	MS Office- Optional	MS Office home edition and MS Pro edition to be quoted as separate line item as optional basis.

Section E : Bidding procedure

E.1. Bidding Procedure:

Please submit your offers in three parts: the **Pre-qualification bid**, the **Technical bid**, and the **Financial bid (manual submission only)**. Ensure that your submission adheres to the format specified in the bid document.

Divide the three bid components (Pre-Qualification, Technical Qualification, and Financial Qualification) into separate envelopes. Place all three individual envelopes inside an outer, strong envelope and ensure that all envelopes are properly sealed. The bigger envelope be dropped in the box kept at the 1st floor O/o Commissioner, Commercial Taxes Department.

All correspondence should be With Commercial Taxes Department contact person.

E.2. Pre-qualification bid:

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

- All Pre-Qualification forms as given in the bid document
- EMD (as per format)
- Bid Letter Form (as per given format)
- Document proofs as per Pre-Qualification Criteria of the tender document
- Any other documents as per RFP requested.

E.3. Technical Bid:

1. Technical Compliance/Deviation(s) to technical specifications in Form-T1, the Technical Compliance statement should submit from offered brand OEM in the letter head with authorized signatory.
2. Check list in FormT2
3. Form-T3 - Detailed technical documentation.
4. FormT4 Un-Priced Bill of Material bidder should mention the warranty period.
5. Other information, if any required in the bid document in FormT5 (Bidder's format).

E.4. Financial bid:

The financial bid should provide cost calculations corresponding to unit price of each item in Form F1

Pre-bid Clarifications:

All those bidders who had downloaded bid document can seek clarifications through email to the given mail ids in Section-A of this document before the due date for clarifications, if any.

Section F : Bid Evaluation Procedure

Bids will be evaluated on a tender-by-tender basis. Bidders must provide prices for all items listed in the tender and for the full quantity of each item. Failure to do so will result in the bid being disqualified. The technical bid documentation should adhere to the prescribed format.

If a vendor has any comments regarding the procedural aspects of this tender, they should communicate them during the pre-bid meeting with the Commercial Taxes Department. Additionally, if there are any revisions to the schedule or procedures for tender processing, vendors who have downloaded the tender from the Commercial Taxes Department web site will be notified via telephone or email. Please send your participation intent to the contact person mail id provided in the document.

F.1. Opening of bids: -

Upon the closing time, the Commercial Taxes Department contact person(s) & Committee members will promptly open the pre-qualification bids and compile a list for further evaluation. Subsequently, the technical bids of only those bidders who qualify in the pre-qualification stage will be opened on a date communicated by the Commercial Taxes Department. Following the technical evaluation, the financial bids of only those qualifying bidders will be unsealed

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 evaluation of the pre-qualification bid documentation will occur in two sub-steps. First, the documentation provided by the vendor will be reviewed initially to determine if the technical skill base, financial capacity, and other vendor attributes claimed therein align with the project's requirements. In the second step, the Commercial Taxes Department may request additional information from the vendor(s), conduct site visits, and arrange discussions with their professional and technical staff to verify the claims made in the pre-qualification bid documentation

F.3. Technical bid documentation:

The evaluation of the technical bid documentation will occur in two sub-steps. First, the documentation provided by the vendor will be reviewed initially to determine if the product/services offered, technical skill base, financial capacity, and other vendor attributes claimed therein align with the project's requirements. In the second step, the Commercial Taxes Department may request additional information from the vendor(s), conduct site visits, and arrange discussions with their professional and technical staff to verify the claims made in the technical bid documentation

F.4. Award Criterion:

The ultimate selection of the firm to execute the project will be based on several factors:

1. Conformity to Technical Specifications: The bidder's proposal must align with the

technical requirements specified for the project.

2. Appropriateness of the Product Offered: The suitability and relevance of the product or service offered by the bidder will be considered.
3. Capability to Execute and Service the Project: The bidder's ability to successfully carry out and maintain the project will be evaluated.
4. Cost-Effectiveness (L1): The financial offer will be assessed from the perspective of long-term cost-effectiveness over the entire maintenance period for the product or services.

This decision-making process ensures a comprehensive evaluation of both technical and financial aspects. Additionally, please refer to Section G for general instructions to bidders

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/Agency** means a company, authority, co-operative or any other organization incorporated under appropriate statute as applicable in the country of incorporation.
4. **Bidder/Supplier** 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 COMMERCIAL TAXES DEPARTMENT 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 COMMERCIAL TAXES DEPARTMENT , 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 electronic to COMMERCIAL TAXES DEPARTMENT.
8. **Two-part Bid** means the technical bid and financial bids submitted in electronic format to COMMERCIAL TAXES DEPARTMENT 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 COMMERCIAL TAXES DEPARTMENT 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 COMMERCIAL TAXES DEPARTMENT 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 COMMERCIAL TAXES DEPARTMENT 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 COMMERCIAL TAXES DEPARTMENT contact person. Written copies/e-mail of the COMMERCIAL TAXES DEPARTMENT 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 Commercial Taxes Department shall not entertain any correspondence regarding delay or non-receipt of clarification from COMMERCIAL TAXES DEPARTMENT .

G.6 Amendment of bidding documents

1. At any time prior to the deadline for submission of bids, Commercial Taxes Department, 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 Commercial Taxes Department, 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 Commercial Taxes Department. A bid valid for a shorter period shall be rejected as non- responsive.
2. In exceptional circumstances, the Commercial Taxes Department may solicit the bidders'

consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security shall also be suitably extended. A bidder granting the request will not be permitted to modify its bid.

G.8 Submission of bids

1. The bidders shall submit all the bids i.e., Pre-Qualification, Technical and Financial Bids on e-Procurement website only.

G.9 Deadline for submission of bids

1. Bids must manually at the O/o Commissioner 1st floor, Commercial Taxes Department not later than the bid submission date and time specified in the tender call notice.
2. The Commercial Taxes Department 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 Commercial Taxes Department and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

G.10 Late bids

In case any bid not received by the Commissioner office 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 after 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 Commercial Taxes Department 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 Demand Draft/Banker Cheque/BG.
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 Commercial Taxes Department.
5. 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 Commercial Taxes Department.
6. The successful bidder's bid security will be discharged upon the bidder signing the contract, and furnishing the performance security,
7. **The bid security may be forfeited:**
 - a. if a bidder withdraws its bid during the period of bid validity or quoted conditional bids deviating from the tender terms and conditions.
 - 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 center details,
5. Bid security (EMD),
6. Any other relevant information as per the tender document

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.

2. 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 COMMERCIAL TAXES DEPARTMENT 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.

3. Bid currency:

Prices shall be quoted in Indian rupees.

Section H: Standard procedure for opening and evaluation of bids

H.1. Outline 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 Commercial Taxes Department 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 Commercial Taxes Department 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. 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 Commercial Taxes Department 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) as indicated in the tender call. For three part bids there will be three bid opening events. Commercial Taxes Department officers will follow these guidelines at each such event. However Commercial Taxes Department may deviate from these in specific circumstances if it feels that such deviations are unavoidable, or will improve speed of processing and consequent project execution.

1. Opening of bids

Bids will be opened at the scheduled time & date.

- a) The bidders names, bid modifications or withdrawals, discounts, and the presence or absence of requisite bid security and such other details as the Commercial Taxes Department 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.
- b) 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.

2. 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. Commercial Taxes Department 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, Commercial Taxes Department 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 Commercial Taxes Department and may not subsequently be made responsive by the bidder by correction of the non conformity.

3. Clarification of bids

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

4. Evaluation of Pre – qualification bids

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

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

5. Evaluation of technical bids.

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

- a. Firstly, the documentation furnished by the vendor will be examined prima facie to see if the 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, Commercial Taxes Department may ask vendor(s) for additional information, visit to vendors site and/or arrange discussions with their professional, technical faculties to verify claims made in technical bid documentation.

6. In lab proof of concept

In lab proof of concept on demand may be organized either in Commercial Taxes Department or in the vendor's lab by mutual discussion. Application specific hardware and software will have to be brought in by the vendor.

7. Field demonstration

Commercial Taxes Department 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.

8. 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. Commercial Taxes Department will assess the nature of financial offers and may pursue any or all of the options mentioned under financial bid Commercial Taxes Department may at its discretion discuss with vendor(s) available at this stage to clarify contents of financial offer.

9. Evaluation and comparison of financial bids

- I. 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.
- II. 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 Commercial Taxes Department

1. Bidder shall not approach Commercial Taxes Department officers outside of office hours and / or outside Commercial Taxes Department 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 Commercial Taxes Department 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 Commercial Taxes Department , it should do so in writing.

H.5. Commercial Taxes Department 's right to vary quantities at time of award

Commercial Taxes Department 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. Commercial Taxes Department 's right to accept any bid and to reject any or all bids.

Commercial Taxes Department 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, Commercial Taxes Department will notify the successful bidder in writing, that its bid has been accepted.
- b. Upon the successful bidder's furnishing of performance security, Commercial Taxes Department will promptly notify each unsuccessful bidder and will discharge its bid security.

H.8. Signing of contract

- a. At the same time as the Commercial Taxes Department notifies the successful bidder that its bid has been accepted, the Commercial Taxes Department 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 Commercial Taxes Department.

H.9. Performance security

- a. On receipt of notification of award from the Commercial Taxes Department, 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 Commercial Taxes Department .
- 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 Commercial Taxes Department 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 anything 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. Commercial Taxes Department will reject a proposal for award and also may debar the bidder for future tenders in Commercial Taxes Department , 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 Commercial Taxes Department 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.) **“CTD”** means Commercial Taxes Department
- 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.

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.3. Use of documents and information

1. The vendor shall not, without prior written consent from Commercial Taxes Department , 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 Commercial Taxes Department 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 Commercial Taxes Department , 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 Commercial Taxes Department , other than the contract itself, shall remain the property of the Commercial Taxes Department and shall be returned (in all copies) to the Commercial Taxes Department on completion of the Vendor's performance under the contract if so required by the COMMERCIAL TAXES DEPARTMENT .

I.4 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 Commercial Taxes Department 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 Commercial Taxes Department 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.5 Performance security

1. On receipt of notification of award, the Vendor shall furnish performance security to Commercial Taxes Department in accordance with bid document requirement.
2. The proceed of the performance security shall be payable to the Commercial Taxes Department 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 Commercial Taxes Department 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 Commercial Taxes Department ;or
 - b. A cashier's cheque or banker's certified cheque or crossed demand draft or pay order drawn in favour of the Commercial Taxes Department .
4. The performance security will be discharged by the Commercial Taxes Department 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.6. 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.7. 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 hardware 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 Commercial Taxes Department 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 Commercial Taxes Department sufficiently in advance to get the works completed before receipt of the equipment.)

- b. The Inspections and tests, at the discretion of Commercial Taxes Department, may be conducted on the premises of the Vendor or its subcontractor(s), at point of delivery, and / or at the good's 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 Commercial Taxes Department.
- c. Should any inspected or tested goods fail to conform to the specifications the Commercial Taxes Department 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 Commercial Taxes Department /user.
- d. Commercial Taxes Department 's 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 Commercial Taxes Department 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 Commercial Taxes Department, their consultant or any other person nominated by the Commercial Taxes Department, 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 Commercial Taxes Department, 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 Commercial Taxes Department reserves the rights to get the Equipment replaced by the vendor at no extra cost to the Commercial Taxes Department /user.

1.8. Acceptance certificates

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

1.9. 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 Commercial Taxes Department .

I.10. 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.

For Goods supplied from abroad:

1. Within 24 hours of shipment, the Vendor shall notify the Commercial Taxes Department 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 COMMERCIAL TAXES DEPARTMENT , 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 Commercial Taxes Department 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.

For Goods from within India:

Upon delivery of the goods to the user, the vendor shall notify the Commercial Taxes Department and mail the following documents to the COMMERCIAL TAXES DEPARTMENT :

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 Commercial Taxes Department 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.11. 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 up to 3 months till completion of delivery, installation and commissioning.

I.12. Transportation

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

I.13. Hardware & Software Installation

The vendor is responsible for all unpacking, assemblies, wiring, installations, and connecting to output

power supplies. The vendor will test all hardware operations and accomplish all adjustments necessary for successful and continuous operation of the supplied items and Software at all installation locations. The vendor will test the software and accomplish all adjustments necessary for successful and continuous operation of the Software at installation site.

I.14. 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 Commercial Taxes Department 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.15. 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 Commercial Taxes Department 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 Commercial Taxes Department of the pending termination, in sufficient time to permit the Commercial Taxes Department 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.16. 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 uptime.
4. Commercial Taxes Department /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 Commercial Taxes Department /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 Commercial Taxes Department /user may have against the Vendor under the contract.

I.17. 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 uptime.
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 maybe.

I.18. Payment

1. The vendor's request(s) for payment shall be made to the Commercial Taxes Department in writing, accompanied by an invoice describing, as appropriate, the goods/service delivered/performed.
2. Payments shall be made promptly by the Commercial Taxes Department , 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.19. 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.

I.20. Change orders

Commercial Taxes Department 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 Commercial Taxes Department;
- 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.21. 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.22. 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 Commercial Taxes Department.

I.23. Subcontracts

The Vendor shall notify the Commercial Taxes Department 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.24. 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 Commercial Taxes Department 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 Commercial Taxes Department 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, Commercial Taxes Department 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 Commercial Taxes Department without liquidated damages.

I.25. 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 Commercial Taxes Department 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 Commercial Taxes Department may consider termination of the contract.

I.26. Termination for default

1. The Commercial Taxes Department, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Vendor, may terminate the Contract in whole or in part:
 - a. if the Vendor fails to deliver any or all of the Goods/services within the time period(s) specified in the contract, or within any extension thereof granted by the Commercial Taxes Department pursuant to Clause 25 of GCC or
 - b. if the Vendor fails to perform any other obligation(s) under the Contractor
 - c. if the Vendor, in the judgment of the Commercial Taxes Department has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
2. In the event the Commercial Taxes Department terminated the contract in whole or in part, Commercial Taxes Department 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 Commercial Taxes Department 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.27. 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 Commercial Taxes Department 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 Commercial Taxes Department in writing of such condition and the cause thereof. Unless otherwise directed by the Commercial Taxes Department 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 relevant.

I.28. Termination for insolvency

Commercial Taxes Department, may at any time terminate the contract by giving 30 days written notice to the Vendor if the Vendor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right

of action or remedy which has accrued or will accrue thereafter to the Commercial Taxes Department .

I.29. Termination for convenience

1. Commercial Taxes Department, 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 Commercial Taxes Department /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 Commercial Taxes Department at the contract terms and prices. For the remaining Goods, the Commercial Taxes Department may elect to have any portion completed and delivered at the contract terms and prices at its discretion.

I.30. Resolution of disputes

1. The Commercial Taxes Department 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 Commercial Taxes Department 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 Commercial Taxes Department 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.
5. in case of any dispute arises between the parties with regard to any of the terms of the contract, then as per 1.31.4 an Arbitrator may be appointed as per the Arbitration and Conciliation Act, 1996, and that both parties may appoint a Consent Arbitrator and in case if the same is not done, then the Arbitrator may be appoint by an Order of the Court.
6. Jurisdiction: The place of Arbitration shall be at Hyderabad only the place of Arbitration shall be at Hyderabad.

I.31. 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.32. Applicable law

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

I.33. 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.34. Taxes and duties

The vendor shall be entirely responsible for all taxes, any other future taxes as per the then prevailing laws established by the Government or Statute 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.35. Licensing considerations

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

I.36. 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.37. 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.38. Training:

For each hardware and software component installed, the Vendor may be required to train the designated Commercial Taxes Department and user Department 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.39. 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)

--- NA ---

Bid Letter Form

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

To:
The Commissioner,
Commercial Taxes Department
Nampally, Hyderabad

Sir/Madam,

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 software as the case may be, in conformity with the terms and conditions of the bidding document and amendments there on, for the following project in response to your tender call no _____ & dated_____.

Project title:_____

We undertake to provide services/execute the above project or its part assigned to us in conformity with the said bidding documents for an amount quoted in financial bid accordance with the schedule of prices attached herewith and coverage options made by Commercial Taxes Department or its user organization.

If our bid is accepted, we undertake to;

- a. provide services/execute the work according to the time schedule specified in the bid document,
- b. obtain the performance guarantee of a bank in accordance with bid requirements for the due performance of the contract, and
- c. 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 Agreement Form

Contract Ref No: _____

THIS AGREEMENT is made on _____ day of _____

BETWEEN

- (1) **The Commissioner, Commercial Taxes Department , Telangana,India. (hereinafter called “the Purchaser”),on behalf of Commercial Taxes Department , Hyderabad for State of Telangana.**
- (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

1. 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. Pre – bid conference minutes
- IV. Bid document Ref No. _____ Dt. _____

3. 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.

4. 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.

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. *Brief particulars of the goods and services which shall be supplied /provided by the Supplier are asunder:*

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

TOTAL VALUE : :
 5.1 DELIVERY SCHEDULE :
 5.2 WARRANTY: :
 5.3 SUPPLIERS RESPONSIBILITY :
 5.4 UP TIME % : :
 5.5 EXIT CLAUSE : :
 5.6 PAYMENTTERMS :

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 , Commissioner, Commercial Taxes Department

in the presence of _____

For and on behalf of the Supplier

Signed:
 in the capacity of -----,M/s. _____

in the presence of _____

Annexure - I				
Schedule				
Items	Configuration Required	Qty	Unit Price	Total Price
	Grand Total			

Annexure – II

Amendments & Other Documents

Sl.no.	Amendment No	Date	Amendment Description

Annexure III - Bid Security (EMD) Form

COMMERCIAL TAXES DEPARTMENT Ref. No.....

(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 Commercial Taxes Department (hereinafter called "The Commercial Taxes Department ") in the sum of for which payment well and truly to be made to the said Commercial Taxes Department 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 Commercial Taxes Department 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 Commercial Taxes Department up to the above amount upon receipt of its first written demand, without the Commercial Taxes Department having to substantiate its demand, provided that in its demand the Commercial Taxes Department will note that the amount claimed by it is due to it, owing to the occurrence of one or both two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to the period mentioned in Section-C 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 IV - Performance Security Form

Commercial Taxes Department Ref. No.....

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

.....(Address of Commissioner, Commercial Taxes Department)

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 theday of..... (Date)

Place:

Date:

Signature and seal of guarantors

Pre-Qualification Criteria – Forms

Form P1 - Bidder Information

Schedule:

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 are you a manufacturer?	If Yes, Provide relevant documents
13	Whether are you an authorized dealer/ Service Provider?	If Yes, Provide relevant documents
14	Details of EMD furnished	
15	Details of certificates enclosed.	

Relevant supporting documents for the above information to be submitted.

Place & Date

Bidder's signature and Seal

Form P2 - Turnover Details

	March 31 st 2021	March 31 st 2022	March 31 st 2023
Turnover (in INR crore)			
Profit Before Tax (in INR crore)			
Net Worth of Company			

Place & Date

Bidder's signature and Seal

Form P3 - Turnover/Experience Claim Details

Item wise sales turnover details as per pre-qualification criteria of this document (taking in to consideration all the amendments issued to this document if any) are to be provided in the following format along with supporting documents:

#	Year	Customer	Project	Scope of the project/works	Value of the Project	Remarks
1						
2						
3						
4						
5						
	Total					

Valid Supporting document proofs shall be submitted (Purchase Orders/contract copies)

Place & Date

Bidder's signature and Seal

Form P4 - List of Major Customers & Supplied items

#	Year	Customer	Project	Scope of the project/works	Value of the Project	Remarks
1						
2						
3						
4						
5						
	Total					

Place & Date

Bidder's signature and Seal

Form P5 - Details of Service Centers in Telangana State

Schedule:

S.No	District	Full Address of service center	Contact person with phone No.	No. of support engineers and their details : Name, Qualification and Experience
A	B	C	C	D
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Place & Date

Bidder's signature and Seal

Form P6 – Declaration Regarding Clean Track Record

Schedule:

To,
Commissioner, Commercial Taxes Department
CT Building, Nampally, Hyderabad 500001
Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document [No. _____]. I hereby declare that my company has not been debarred/ black listed as on Bid calling date by any Central or State Government / Quasi Government Departments or Organizations in India for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices. 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 P7 – Bidder Declaration regarding Delivery Commitment

We, M/s. XXXXXXXXXXXXXXXX are committing to deliver and install all the items by 31.03.2024 15.00 Hrs time from the date of Work order/Purchase order as per the delivery and time schedule mentioned in the RFP. Further, we are submitting that we will accept cancellation of Work order/Purchase order / Purchase order /Contract Agreement in such a case.

Yours faithfully,

(Signature of the Bidder)

Printed Name & Designation

Seal/Stamp, Date and Business Address:

Form P8 – OEM Declaration regarding Delivery Commitment

We, M/s. XXXXXXXXXXXXXXXX are committing to arrange the items to M/s. XXXXXXXXXXXXXXXX by 31.03.2024 15.00 Hrs time as per the delivery and time schedule mentioned in the RFP.

Yours faithfully,

(Signature of the OEM)

Printed Name & Designation

Seal/Stamp, Date and Business Address:

Form T1 - Technical Compliance

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 Name:

Sl. No.	Parameter/ Feature	Specification Required	Specification of proposed item along with Part Code, Qty. & Description if any	Compliance (Complied/Higher/Lower)	Reference for proof of compliance (Required documents to be uploaded along with technical bid)	REMARKS
A	B	C	D	E	F	G
					(Detailed reference such as doc name, para no. page no. etc. should be provided)	

Place & Date:

Bidder's signature and seal

Form T2 - Check List

Schedule:

Compliance/Agreed/Enclosed/ Deviation Statement

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

Bid document reference	Submitted/Agreed/Remarks
1.Delivery period	
2. Form P1	
3. Form P2	
4. Form P3	
5. Form P4	
6. Form P5	
7. Form P6	
9. Form T1	
10. Form T2	
11. Form T3 (bidders format)	
12. Form T4 (bidders format)	
13. Form F1	
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. MAFs	
21 ROC /Firm Registration copies, PAN and GST	
22 Other Document copies if any as per tender	

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 & Date

Bidder's signature and Seal

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

Form T3 - Technical Datasheets, Technical Literature, Certifications etc.

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, Certificates mentioned in Section-D like ISO, Microsoft, ROHS, TCO, FCC etc.

Form T4 – Any other documents as per RFP

Other information, if any required in the bid document.

Annexure V- 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:

- Five 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.
- Updates the bidder and their technical personnel with relevant technical literature, training and skill transfer workshops etc. The manufacturer provides back to back technical support to the said bidder.
- The said bidder is authorized to provide service and solutions using hardware, firmware and / or software as the case may be.
- We are extending/continuing maintenance services and supply of spare parts for offered items for a period of 5 years in a case for which declared as end-of-life during Warranty period.

Signature with Name,
Designation,
Phone No & e-mail ID.

Note: The letter of authority should be signed by a person competent and having the power of attorney to bind the manufacturer. **The MAF shall be submitted on Letter Head of the OEM.**

Annexure-VI- Declaration Regarding Clean Track Record

To,
Commissioner, Commercial Taxes Department
Nampally, Hyderabad

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 Central or State Government / Quasi Government Departments or Organizations in India for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices. 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:

Annexure-VII - Land Border Sharing Declaration

(To be submitted in the bidder's letter head)

In-line with Department of Expenditure's (DoE) Public Procurement Division Order vide ref.

F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020

Tender no

Job:

"I/ we have read the clauses pertaining to Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1, 2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India. I/We hereby certify that I/ we the bidder < name of the bidder.....> is / are

a) Not from such a country and eligible to be considered for this tender.

OR

b) From such country, has been registered with the competent authority and eligible to be considered for this tender. (Evidence of valid registration by the competent authority shall be attached)

For and behalf of _____(Name of the bidder)

(Signature, date & seal of authorized representative of the bidder)"

Form T1 - Technical Compliance

Item wise technical compliance statement should be submitted (offered brand) in the letter head with authorized signatory 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:

Sl. No.	Parameter/ Feature	Specification Required	Specification of proposed item along with Part Code, Qty. & Description if any	Compliance (Complied / Higher/Lower)	Reference for proof of compliance (Required documents to be uploaded along with technical bid)	Part code Nos. - details
A	B	C	D	E	F	G
					(Detailed reference such as doc name, para no. page no. etc. should be provided)	(Part Code Nos.)

Place & Date:

Bidder's signature and seal

Note: The bidder should note that the Part Code Nos. of components should be provided in the column G of the above table

Form T2 - Check List

Compliance/Agreed/Enclosed/ Deviation Statement

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

Bid document reference	Submitted/Agreed/Remarks
1.Delivery period	
2. Form P1 , PQ#01 to PQ#10	
3. Form T1	
4. Form T2	
5. Form T3 (bidders format)	
7.Form T4 (Un-Priced Bill of Material) , Form-T5	
8. Form F1 – Commercial Form	
9. Pre-qualification criterion	
10. Technical specifications	
11. Financial bid format	
12. General instruction to bidders	
13. Standard procedure for bid evaluation	
14. General condition of proposed contract(GCC)	
15. MAFs	

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 & Date

Bidder's signature and Seal

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

Form T3 Technical Data sheets, Tech,. Literature, Certifications etc

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, Certificates mentioned in Section-D like ISO, Microsoft, ROHS, TCO, FCC etc.

Form F1 – Commercial Form

#	Item details (specifications as per section D of the tender document) with make and model	Unit Price without taxes	Taxes/ Duties etc on unit price	QTY (Nos)	Total price without taxes	Total price with taxes and duties Etc
1.	Laptop Computers			200 Nos.		
2	MS Office home edition (optional)			100 Nos		
3	MS Office Pro edition (Optional)			100 Nos		

Place & Date

Bidder's signature and Seal

 === END OF DOCUMENT ===