

Open Competitive Bid (OCB)

for

Procurement of Desktops and Printers to the Engineer-In-Chief, Panchayat Raj Engineering Department, Hyderabad, Telangana State.



Proprietary & Confidential

**Telangana State Technology Services Limited (TSTSL),
HACA Bhavan, 2nd floor, Opp. Legislative Assembly,
Nampally, Hyderabad, 500004, Telangana, India.
Telephones: 91 (40) 23220305, 23223753, Fax: 91 (40) 23227458**

Proprietary & Confidential

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News Paper Advertisement



Tender Call Notice for “Procurement of Desktops and Printers to the Engineer-In-Chief, Panchayat Raj Department, Hyderabad, TS”.

Time schedule of various tender related events:

Bid calling date	15.03.2024
Due date and time for Pre Bid clarifications, if any by Email	16.03.2024, @ 04.00 PM
Bid closing date/time	22.03.2024, @ 03:00 PM
Bid Document Fee	Rs.20,000/-
TSTSL Contact person & mail ids	mngdirector-tsts@telangana.gov.in srinivasrao.t@gov.in bvrao-tsts-ts@telangana.gov.in
Tender Reference No.	TSTS/HWP1/PRED-DESK/58/2024

For further details regarding detailed Tender Notification, specifications and digital certificate For further details regarding detailed Tender Notification and specifications please visit <http://www.tsts.telangana.gov.in/> www.tender.telangana.gov.in Contact Phone Nos.: (40) 2322 4289, 23223865; Fax: 23227458.

**Managing Director
T.S. Technology Services Ltd.**

Section A : Tender Call Notice

Telangana State Technology Services Limited (TSTSL),
HACA Bhavan, 2nd floor, Opp. Assembly,
Nampally, Hyderabad, Telangana 500 004, India.
Phones: (40) 23224289; (40) 23223865; Fax: (40) 23227458

Tender Call Notice for “Procurement of Desktops and Printers to the Engineer-In-Chief, Panchayat Raj Department, Hyderabad, TS”

Bid calling date	15.03.2024
Due date and time for Pre Bid clarifications, if any by Email	16.03.2024, @ 04.00 PM
Bid closing date/time	22.03.2024, @ 03:00 PM
Bid Document Fee	Rs.20,000/-
TSTSL Contact person & mail ids	mngdirector-tsts@telangana.gov.in srinivasrao.t@gov.in bvrao-tsts-ts@telangana.gov.in
Tender Reference No.	TSTS/HWP1/PRED-DESK/58/2024

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

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

On behalf of the Engineer-In-Chief, Panchayat Raj Department, Hyderabad, Telangana, TSTSL invites the bids from the interested bidders towards Supply, Installation, Configuration & Testing of Desktops and Printers to the Engineer-In-Chief, Panchayat Raj Department, Hyderabad, Telangana. The successful bidder has to implement the solution to meet the scope of the RFP.

A.1.1 Bill of Material:

Sl.No	Description	Qty
1	Desktops	58
2	MF Printers	27
3	Color Printers	6

The detailed technical specifications and scope of work of the items to be supplied are specified in **Section –D**.

A.2. Project Objective:

Procurement of Desktops and Printers to the Engineer-In-Chief, Panchayat Raj Department, Hyderabad, TS.

A.3. Delivery and Installation period:

Bidder / OEM shall deliver the goods/services, install and commission the same within **Five (5) weeks** from the date of signing of the contract agreement.

A.4. Warranty:

As defined in Section-D of the RFP. During warranty & maintenance period the bidders should conduct preventive maintenance once in a year besides attending the calls.

SLA for performance during maintenance period:

1. The original call log for all the logged calls of complaints & calls closed status should be sent by email to Department and TSTSL on fortnightly basis for monitoring.
2. Along with the above mentioned call log, a date wise abstract of calls logged and repair status within SLA and outside SLA should be provided to TSTSL in the following format with supporting call reports duly signed by the user:

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

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

3. Persistent complaints from the user department during the warranty period relating to the improper service will be sufficient ground for the TSTSL to blacklist the successful bidder 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 bidder should upload all the required documents with clear visibility, avoid missing documents and avoid bidding mistakes. In such cases, TSTSL reserves it's 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 registered under the Indian company's act-1956/2013 or Partnership Act, 1932. The bidder shall submit the following information: a) Certificates of incorporation/ Registration Certificate.
2. The bidder should have financial turnover of Rs. 3 Crores or above in each of the last 3 financial years 2020-21, 2021-22 and 2022-2023. The Bidder should be a profit-making organization, and should have positive net worth as per audited balance sheet of last 3 financial years. The bidder to submit Certificate with CA's Registration Number/ Seal, Copies of audited balance sheet, profit & loss statements with confirming Positive Net Worth.
3. The OEM/bidder should have minimum cumulative turnover for the items/products mentioned (irrespective of brand/model) in the RFP in the years as mentioned below:

Sl. No.	Item name	Period	Total Sales	Cumulative Turnover (Rs.)
1	Desktops	2020-23		1 Crore
2	Printers	2020-23		50 Lakhs

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

4. The bidder shall submit PAN, GST details and the bidder must have Telangana GST registration number and billing shall be from Telangana office.
5. The Bidder should be valid ISO 9001:2015 certified as on the bid calling date.
6. OEM and Bidder should submit the undertaking on their letter head confirming for delivery and installation commitments for the offered Items as per timelines specified in this RFP.
7. OEM Product Declaration: The products quoted should not be declared as end of sale at least for six months from the date of delivery and OEM should support the products quoted for at least 6 years from the date of bid submission. A letter to this extent from OEM to be attached as a confirmation. The bidder to submit the declaration letter as per format in PQ forms.
8. 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 Two years in Telangana State as on bid calling date. (The Manufacturer's Authorization for specific to this tender should be submitted as per the Annexure-III). Non submission of MAF treated non responsive and disqualified.
9. 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.

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

TSTSL/User Department reserves their right in not considering the bid of a bidder, if such bidder/consortium member was a previous supplier and had a past bad track record or their earlier performance was unsatisfactory on any count.

10. Consortium is not allowed.

Note: The participating bidders should meet the above criteria and the PQ forms, Technical Forms & Financial Forms are to be submitted. 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	The bidder shall submit the Bid Security (EMD) through BG/ online payment on Telangana eProcurement portal for Rs.1,00,000/- in favour of "The Managing Director, Telangana State Technology Services Limited", payable at Hyderabad. Note: Scanned copy of BG document should be uploaded on e-Procurement website. The Original Copy of BG should be submitted to TSTSL within two days of bid submission date.				
2.	Bid Validity Period	180 days from the date of opening of bids.				
3.	EMD Validity Period	EMD (BG/ online payment) BG should be valid for a period of three months from the date of bid submission. Note : a) EMD Particulars to be furnished in the Annexure-EMD and BG from Nationalized / Scheduled banks, taken from Hyderabad branch only. b) BG from Cooperative banks are not acceptable				
4.	Evaluation of Bids	Selection method is on Least Cost Based Selection (LCBS/L1)				
5.	Variation in quantities	+/- 25%				
6.	Period for furnishing performance security	Within 7 days from date of receipt of Notification of Award				
7.	Performance security value	05% of Contract Value in favor of "The Managing Director, Telangana State Technology Services Limited" from any Nationalized / Scheduled Bank from Hyderabad branch.				
8.	Performance security validity period	60 days beyond warranty period				
9.	Period for signing contract	Within 7 days from date of receipt of Notification of Award				
10.	Warranty period	As per the Section A1.1 Bill of Material table with 24 x 7 x 365 technical support from OEM.				
11.	Tender Fee	Tender document can be purchased from TSTS office, Hyderabad before 1 hour of bid submission date between 10 am to 4 pm every day except for Sunday and public Holidays, on payment of Rs.20,000/- (Rupees Twenty Thousand only) in the form of Demand Draft or Banker's Cheque drawn on/issued by any Nationalized/Scheduled Indian Bank in favour of "The Managing Director, Telangana State Technology Services Limited" payable at Hyderabad. The scanned copy of tender purchased receipt issued by TSTS would be required to be uploaded in the eProcurement portal. The Tender document can also be downloaded from TSTS's Website http://www.tsts.telangana.gov.in/ . In such case, the scanned copy of DD/Banker's Cheque an amount of Rs.20,000/- (Rupees Twenty Thousand only) in the form of Demand Draft/Banker's cheque drawn in favour of "The Managing Director, Telangana State Technology Services Limited" payable at Hyderabad would be required to be uploaded in the eProcurement website and the original DD/Banker's cheque must be submitted to TSTS before the bid submission date.				
12.	Project Duration	The bidder has to complete the installation, configurations of the network equipment and make it operational as per the RFP within 5 weeks from the date of signing the contract or notification of award whichever is earlier.				
13.	Payment terms	<table border="1"> <tr> <td>Payment terms</td> <td></td> </tr> <tr> <td>On delivery &</td> <td>90% of contract value after</td> </tr> </table>	Payment terms		On delivery &	90% of contract value after
Payment terms						
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		<table border="1"> <tr> <td>successful installation.</td> <td>Validation from TPA</td> </tr> <tr> <td>On Acceptance Test</td> <td>10% of the contract value(Acceptance Test will be completed within 7 days from the date of submission of Installation Reports to TSTSL by Vendor)</td> </tr> </table>	successful installation.	Validation from TPA	On Acceptance Test	10% of the contract value(Acceptance Test will be completed within 7 days from the date of submission of Installation Reports to TSTSL by Vendor)
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On Acceptance Test	10% of the contract value(Acceptance Test will be completed within 7 days from the date of submission of Installation Reports to TSTSL by Vendor)					
		<p>Note:1. All the Delivery Challans/Installation Reports/Site Not Ready Certificate/report to be Countersigned by the respective Competent Authority as designated by the user department. The certificate/report should have Name, Designation, Signature, Date and Seal of the Officer.</p> <p>2. For first 90% payment milestone- Bidder has to submit the invoice in triplet and the final design document, configuration document specific to this installation, all the licenses copies, OEM warranty certificate including product serial number, OEM confirmation letter on product ownership, OEM sales & Support escalation matrix and the invoices must be addressed as per the following: “The Engineer-In-Chief, Panchayat Raj Department, SRTGN Bhavan, Errumanzil Colony, Hyderabad-500082, TS.”</p>				
14.	Penalty for late deliveries/installations	Penalty for late deliveries/Installations: A penalty as 2% per week for first two weeks, 4% per week for every subsequent week subject to a maximum of 10% of the contract value.				
15.	Max. Penalty for late deliveries/installation	Maximum Penalty for late deliveries/installations: 10% of the contract value.				
16.	Penalty for failure to maintain during warranty period for all items	<p>If down time is more than the permissible down time (within 4 working hrs) following penalties shall apply:</p> <p>If down time is more than the permissible down time following penalties shall apply (for every day beyond permissible window time penalty shall be imposed as mentioned below in the table)</p> <table border="1"> <tr> <td>All the items in Schedule – I & Schedule – II</td> <td>0.4% of the total equipment cost at that site subject to a maximum of total equipment cost at that site</td> </tr> </table> <p>*The penalty amount will be deducted from the amounts payable to the bidder by TSTS. Once this amount is exhausted, penalty amount will be recovered from the Performance Security. Once the Performance Security also exhausted, the bidder will be required to recoup the Performance Security. If the bidder fails to recoup the Performance Security, the bidder will be debarred from participating in tenders till the time he recoups the Performance Security.</p>	All the items in Schedule – I & Schedule – II	0.4% of the total equipment cost at that site subject to a maximum of total equipment cost at that site		
All the items in Schedule – I & Schedule – II	0.4% of the total equipment cost at that site subject to a maximum of total equipment cost at that site					
17.	Project Implementation	Implementation to be provided by OEM or OEM partner				
18.	Conditional bids	Not acceptable and liable for rejection				
19.	Eligibility Criteria	As per Section B				
20.	Transaction Fee	<p>Transaction fee: All the participating bidders who submit the bids have to pay an amount @ 0.03% of their final bid value online with a cap of Rs. 10,000/- for quoted value of purchase up to Rs.50 crore and Rs.25,000/- if the purchase value is above Rs.50 crore & GST applicable as levied by Govt. of India on transaction fee through online in favour of The Managing Director, Telangana State Technology Services Limited. The amount payable to TSTSL is nonrefundable.</p> <p>Corpus Fund: Successful bidder has to pay an amount of 0.04% on quoted value through demand draft in favour of “The</p>				

		Managing Director, Telangana State Technology Services Limited” and payable at Hyderabad towards corpus fund at the time of concluding agreement.
21.	Transaction Fee Payable to	The Managing Director, Telangana State Technology Services Limited Hyderabad
22.	Bid submission	On Line on e-procurement platform. Bidders are requested to submit the bids after issue of minutes of the pre bid clarifications duly considering the changes made if any. Bidders are totally responsible for incorporating/complying the changes/amendments issued if any during pre-bid clarifications in their bid.
23.	Procedure for Bid Submission	Bids shall be submitted online on www.tender.telangana.gov.in platform 1. The participating bidders in the tender should register themselves free of cost on e-procurement platform in the website www.tender.telangana.gov.in . 2. Bidders can log-in to e-procurement platform in Secure mode only by signing with the Digital certificates. 3. The bidders who are desirous of participating in e-procurement shall submit their technical bids, price bids as per the standard formats available at the e-marketplace. 4. The bidders should scan and upload the respective documents in Pre-Qualification and Technical bid documentation as detailed at Section E & G of the RFP including EMD. The bidders shall sign on all the statements, documents certificates uploaded by them, owning responsibility for their correctness/authenticity. 5. The rates should be quoted in online only
24.	Other conditions	1. After uploading the documents, the copies of the uploaded statements, certificates, documents, original Demand Drafts in respect of Bid Security (except the Price bid/offer/break-up of taxes) are to be submitted by the bidder to the O/o The Managing Director, TSTSL, 2 nd Floor, HACA Bhavan, Hyderabad as and when required. Failure to furnish any of the uploaded documents, certificates, will entitled in rejection of the bid. The TSTSL 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. 2. TSTSL will not hold any risk and responsibility regulating non-visibility of the scanned and uploaded documents. 3. The Documents that are uploaded online on e-market place will only be considered for Bid Evaluation. 4. Important Notice to Contractors, Suppliers and Department users (i)In the endeavor to bring total automation of processes in e-Procurement, the Govt. has issued orders vide G.O.Ms.No. 13 dated. 5.7.2006 permitting integration of electronic Payment Gateway of ICICI/HDFC/Axis Banks with e-Procurement platform, which provides a facility to participating suppliers / contractors to electronically pay the transaction fee online using their credit cards.

Section D –Technical Specifications

D.1. Desktops – 58 Nos.

Parameter	Description of Specifications	Compliance Y/N
Make & Model	<<specify>>	
Form factor	Tower/Micro Tower/Mini Tower	
Chip set	Commercial Class Intel Q670 Chipset or Higher	
Processor	Intel 12 th generation Core i3-12100 Processor or Higher	
Memory	8GB DDR4-3200 Memory expandability up to 64 GB with 2 DIMM Slots	
Storage	1 TB SSD	
Graphics	Intel Graphics	
Audio	Integrated Audio Controller with Internal Speaker	
O S	Microsoft Windows 11 Professional	
Networking	Integrated Intel Gigabit 10/100/1000 Ethernet Controller	
Ports	Video : 1 Display Port, 1 HDMI, 1 VGA USB: 2 USB 2.0, 2 USB 3.2 Gen 1, 2 USB 3.2 Gen2, 1 USB Type C	
Slots	1 PCI Express V4.0x16,1 PCI Express V4.0x1,1 PCI 2 M.2,3 SATA Ports	
Keyboard	USB Wired Keyboard	
Mouse	USB Optical Wired Mouse	
Power Supply	260W with 92% Power efficiency or better	
Volume	No More than 16 L or a per OEM Standard	
Certifications	Microsoft Windows 11 FCC,CE, ROHS,UL,EPEAT, Energy Star, TCO, MIL STD 810, ISO 9001,14001,27001 for OEM	
Display	21.5” with minimum resolution of 1920x1080,with VGA,HDMI,TCO 8.0 Certified(same OEM as desktop)	
Anti Virus	Pre-Loaded with latest version of Antivirus : Symantec/MacAfee/Bit defender/Kaspersky/Trend Micro/Checkpoint /Quick heal / K7/eScan with following features anti-virus, USB protection, Antispyware, Anti- malware, Firewall, Intrusion Prevention Browser protection with single management console with 3 Years subscriptions with support updates and patches	
Warranty	3 Years on site comprehensive warranty	

D.2. MF Printers : 27 Nos

Parameter	Description of Specifications	Compliance Y/N
Make & Model	<<specify>>	
Type	MF Laser Printer	
Technology	Laser Jet B/w	
Features	Print, Copy, Scan with ADF	
Print Speed	25 PPM or Higher	
Print Resolution	Min. 600x600 dpl	
RAM	512 MB or higher	
Paper Size	A4,LTR,Legal	
Duty Cycle(A4) Monthly	15000 Pages or Above	
Interfaces	USB 2.0 or higher, Ethernet Port, Wi-Fi Direct	
Duplex printing	Auto Duplex	
Print Language	PCL 6 or higher	
Scanner Type	Flatbed and ADF	
Input Tray	250 Sheets or higher	
Output Tray	100 Sheets or higher	
OS Support	Windows and MAC	
Cartridge	Should be supplied with integrated drum and Toner	
Accessories	With required accessories, connecting cables and driver media, Power cables should be supplied	
Warranty	3 Years	

D.3. Color Printers 6 Nos

Parameter	Description of Specifications	Compliance Y/N
Make & Model	<<specify>>	
Print		
Technology	Laser	
Speed	Black (normal, A4): Up to 18 ppm; Colour (normal, A4): Up to 4 ppm	
Resolution	Black (best): 600 x 600 dpi 4 bits; Black (normal): 600 x 600 dpi; Colour (best): 600 x 600 dpi 4 bits; Colour (normal): 600 x 600 dpi	
Cartridges number	4 (1 each black, cyan, magenta, yellow)	
Standard print languages	SPL	
Display	LED	
Control panel	4 Buttons (Wireless, Resume, Cancel, Power): LED indicator lights (Attention, Power, Wireless, C/M/Y/K Toner Gauge	
Duty cycle (monthly, A4) ³	Up to 20,000 pages	
Recommended monthly page volume ⁴	100 to 500 pages	
Media		
Sizes (Supported)	Tray1: A4; A5; A6; B5 (JIS); Oficio 216 x 340; 76 x 148.5 to 216 x 356 mm	

Weight (Supported)	60 to 220 g/m ²	
Types	Plain, Light, Heavy, Extra Heavy, Coloured, Preprinted, Recycle, Labels, Bond, Glossy	
Paper handling	Input: 150-sheet input tray; Output: 50-sheet output bin	
Memory	Standard/Maximum: 64 MB	
Operating system compatibility	Windows®: 7 (32/64 bit), 2008 Server R2, 8 (32/64 bit), 8.1 (32/64 bit), 10 (32/64 bit), 2012 Server, 2016 Server	
Minimum system requirements	PC: Windows 7 or newer, Intel® Pentium® IV 1 GHz 32-bit or 64-bit processor or higher, 1 GB RAM, 16 GB HDD	
Connectivity		
Connectivity (standard)	Hi-Speed USB 2.0 port, Fast Ethernet 10/100Base-TX network port, Wireless 802.11 b/g/n	
Wireless capability	Yes, built-in Wi-Fi 802.11b/g/n	
Mobile printing capability	Apple AirPrint™; Google Cloud Print™; Mobile Apps; Mopria™ Certified; Wi-Fi® Direct printing	
Supported network protocols	Via built-in networking solution: TCP/IP, IPv4, IPv6; print: TCP-IP port 9100 Direct Mode, LPD (raw queue support only), WSD; discovery: SLP, Bonjour, WS-Discovery; IP Config: IPv4 (BootP, DHCP, AutoIP, Manual), IPv6 (Stateless Link-Local and via Router, Stateful via DHCPv6); management: SNMPv1/v2/v3, HTTP	
Security management	Password-protected network embedded Web server; enable/disable Network ports; SNMPv1 community password change; SNMPV2&V3; IPSec; Filtering: MAC, IPv4, Ipv	
Environmental		
Energy savings feature technology	HP Auto-Off Technology; Power save	
Warranty	One (1) year on site comprehensive warranty	

Section E – Bidding procedure

E.1. Bidding Procedure: Bid for all items in respective Schedules:

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

1. EMD BG copy should be uploaded on e-procurement website.
2. Tenders will be accepted only from those who have purchased the Bid Document.
3. All correspondence should be with TSTSL contact person.

A complete set of bidding documents may be purchased by interested bidders from the TSTSL contact person upon payment of the bid document price which is non-refundable. Payment of bid document price should be by demand draft / cashier's cheque or certified cheque drawn in favour of “The Managing Director, Telangana State Technology Services Limited” and payable at Hyderabad (India) not later than 1 hour before bid closing date & time.

E.2. Pre-qualification bid:

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

1. General information on the bidder's company in Form P1.
2. Form-PQ#01 The bidder should be registered under the Indian company's act- 1956/ 2013 or Partnership Act, 1932. The bidder shall submit the following information:
 - a) Certificates of incorporation/ Registration Certificate
 - b) Memorandum of Association
3. Form-PQ#02- The bidder should have financial turnover.
4. Form-PQ#03 - The bidder should have minimum cumulative turnover for the items/products mentioned (irrespective of brand/model) in the RFP.
5. Form-PQ#04- PAN, GST details of Bidder
6. Form-PQ#05- Bidder should be valid ISO 9001:2015 Certificates.
7. Form-PQ#06-OEM and Bidder should submit the undertaking for delivery commitments.
8. Form-PQ#07- OEM Product Declaration on supplied
9. Form-PQ#08- Manufacture Authorization Form (MAF) as per format Annexure-III.
10. Form-PQ#09- Clean Track Record – As per format Annexure – IV.
11. EMD.
12. Tender documents fee Receipt.
13. Bid Letter Form.
14. Document proofs as per Pre-Qualification Criteria of the tender document.
15. Any other documents as per RFP.

E.3. Technical Bid:

1. Form-T1-Technical Compliance/Deviation(s) to technical specifications mentioned in the Section-D. The Technical Compliance statement should be submitted from the offered brand in the OEM letterhead with authorized signatory.
2. Form-T2- Checklist.
3. Form-T3 - Deployment Methodologies- Documents on deployment framework, implementation plan, bidders' approach & methodology to be provided. Detailed technical documentation, model brochures and PowerPoint presentation on product features (Bidder's format).
4. Form-T4-Un-Priced Bill of Material along with the OEM detailed part code including warranty and technical support as per section A1.1. Bidder has to submit the OEM Technical support for 4th and 5th Year in term of percentage (only in number) of their financial bid.
5. Form-T5-Other information, if any required in the bid document (Bidder's format).

E.4. Financial bid:

Form-F1-The financial bid should provide cost calculations corresponding to unit price of each item of the Form F1 **(on e-procurement website only)**.

E.5. Pre-bid Meeting:

All those bidders who had purchased bid document can seek clarifications, if any, on the bid through e-mail to the given mail ids in Section-A.

Section F - Bid Evaluation Procedure

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

F.1. Opening of bids: - e-procurement website (on-line)

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

F.1.1 EMD Validity:

The EMD will be scrutinized first for the amount and validity period specified in Section -C. The bids submitted with required EMD amount and validity shall be considered for the evaluation. The bids submitted with insufficient EMD amount/validity will be treated as disqualified bids and those bids will not be considered for further evaluation.

F.2. Pre-qualification bid documentation:

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

F.3. Technical bid documentation:

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

F.4. Award Criteria:

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

Managing Director, TSTSL

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 is 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 TSTSL 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 TSTSL, professional, technical and financial standing of the bidder, conformity to specifications etc.
6. **Financial Bid** means that part of the offer, that provides price schedule, total project costs etc.
7. **Three-part Bid** means the pre-qualification bid, technical and financial bids submitted in Physical to TSTSL.
8. **Two-part Bid** means the Technical bid and financial bids submitted in physical to TSTSL 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 software, 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 TSTSL 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 TSTSL 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 TSTSL 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 TSTSL contact person. Written copies / e-mail of the TSTSL 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 TSTSL shall not entertain any correspondence regarding delay or non-receipt of clarification from TSTSL.

G.6 Amendment of bidding documents

1. At any time prior to the deadline for submission of bids, TSTSL, 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 TSTSL, 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 90 **days** or duration specified in the bid document, after the date of bid opening prescribed by TSTSL. A bid valid for a shorter period shall be rejected as non-responsive.
2. In exceptional circumstances, the TSTSL 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 be submitted on e-procurement website not later than the bid submission date and time specified in the tender call notice.
2. The TSTSL 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 TSTSL and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

G.10 Late bids

In case of manual bidding, any bid not received by the TSTSL contact person by the deadline for submission of bids will be rejected and returned unopened to the bidder.

G.11 Modification and withdrawal of bids

1. No bid can be modified subsequent to the deadline for submission of bids.

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

G.12 General Business information:

The bidder shall furnish general business information to facilitate assessment of its professional, technical and commercial capacity and reputation.

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

1. The bidder shall furnish, as part of its bid, a bid security for the amount specified in the tender call notice.
2. The bid security is required by TSTSL 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 **BG/ online payment on Telangana eProcurement portal**. 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 TSTSL.
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 TSTSL.
5. The successful bidder's bid security will be discharged upon the bidder signing the contract, and furnishing the performance security,
6. **The bid security may be forfeited:**
 - a. If a bidder withdraws its bid during the period of bid validity or 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

As per PQ conditions mentioned in the RFP and necessary supporting documents to be submitted with proper indexing and page number.

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.

1. 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 TSTSL 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.

2. 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 TSTSL contact person shall open the Pre-qualification bids and list them for further evaluation. Thereafter, Technical bids of qualified bidders will be opened. Finally, financial bids of those bidders will be opened who are short listed in technical evaluation.
2. In case of composite bid - technical and financial bids combined together, first technical evaluation will be done followed by financial evaluation of only those bids, which have qualified in technical evaluation.
3. Any participating vendor may depute a representative to witness these processes.
4. The standard procedure, described here will stand appropriately modified, in view of special procedures of bid evaluation as mentioned in tender call or elsewhere in this bid document or TSTSL 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.

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

Bids will be in three parts (pre-qualification, technical and financial) or two parts (Technical and financial) or composite bid (technical and financial bid together) as indicated in the tender call. For three part bids there will be three bid opening events, in two part bid there will be two bid opening events and in case of composite bids there will be only one bid opening event. Following guidelines will generally be followed by TSTSL officers at each such event. However, TSTSL 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 on the e-Procurement web site at the scheduled time & date.

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. TSTSL 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, TSTSL 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 TSTSL and may not subsequently be made responsive by the bidder by correction of the nonconformity.

3. Clarification of bids

During evaluation of the bids, TSTSL 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, TSTSL 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, TSTSL 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. 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. TSTSL will assess the nature of financial offers and may pursue any or all of the options mentioned under financial bid TSTSL may at its discretion discuss with vendor(s) available at this stage to clarify contents of financial offer.

7. Evaluation and comparison of financial bids

1. Evaluation of financial bids will exclude and not take into account any offer not asked for or not relevant to the present requirements of user.
2. Evaluation of financial bid will take into account, in addition to the basic bid price, one or more of the following factors
 - a.) The projected costs for the entire contract period;
 - b.) Past track record of bidder in supply/ services and
 - c.) Any other specific criteria indicated in the tender call and/or in the specifications.
 - d.) The price quoted by the OEM and bidder for each of the line items in this tender is less than the price compared to the products sold for the same line item anywhere in India in last 6 months from the bid submission date. If any bidder & their OEM has tried to quote unjustified pricing, then such bidder & their OEM shall be called for explanation for justification of the quote and if the Committee notes that any bidder and their OEM has tried to quote unjustified pricing, the Committee shall have the discretion to reject and forfeit the EMD.

H.3. Performance and productivity of the equipment

Bidders shall state the guaranteed performance or efficiency in response to the specifications.

H.4. Contacting TSTSL

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

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

TSTSL 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. TSTSL' right to accept any bid and to reject any or all bids.

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

H.8. Signing of contract

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

H.9. Performance security

- a. On receipt of notification of award from the TSTSL, 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 TSTSL.
- 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 TSTSL 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. TSTSL will reject a proposal for award and also may debar the bidder for future tenders in TSTSL, 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 bidder's section shall have the same meaning.

- a.) **“Contract”** means the agreement entered into between the TSTSL 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.) **“TSTSL”** means the **Telangana State Technology Services Ltd,**
- g.) **“Purchaser/ User”** means ultimate recipient of goods and services
- h.) **“Vendor or Bidder”** means the individual or firm supplying the goods and services under this contract.
- i.) **“Project site”**, where applicable, means the place(s) where goods/services are to be made available to user.
- j.) **“Day”** means calendar day.
- k.) **“Up time”** means the time period when specified services with specified technical and service standards are available to user(s)
- l.) **“Down time”** means the time period when specified services with specified technical and service standards are **not available** to user(s).

I.2 Application

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

I.3 Standards

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

I.4 Use of documents and information

1. The vendor shall not, without prior written consent from TSTSL, 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 TSTSL 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 as far as may be necessary for purposes of such performance.
2. The Vendor shall not, without prior written consent of TSTSL, 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 TSTSL, other than the contract itself, shall remain the property of the TSTSL and shall be returned (in all copies) to the TSTSL on completion of the Vendor's performance under the contract if so required by the TSTSL.

I.5. User license and patent rights

1. The Vendor shall provide licenses for all software products, whether developed by it or acquired from others. In the event of any claim asserted by a third party for software piracy, the vendor shall act expeditiously to extinguish such claim. If the vendor fails to comply and the TSTSL 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 TSTSL will give notice to the vendor of such claim, if it is made, without delay.

2. The Vendor shall indemnify the purchases against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the goods, software package or any part thereof.

I.6. Performance security

1. On receipt of notification of award, the Vendor shall furnish performance security to TSTSL in accordance with bid document requirement.
2. The performance security shall be payable to the TSTSL 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 TSTSL 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 TSTSL; or
 - b. A cashier's cheque or banker's certified cheque or crossed demand draft or pay order drawn in favour of the TSTSL.
4. The performance security will be discharged by the TSTSL and returned to the Vendor not later than thirty (30) days following the date of completion of all formalities under the contract and if activities, post warranty, by the Vendor is envisaged, following receipt of a performance guarantee for annual maintenance as per bid document.
5. In the event of any contract amendment, the vendor shall, within 15 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the Contract.

I.7. Product Manuals

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 software.

I.8. Inspection and acceptance tests

1. Inspection and tests prior to shipment of Goods and at final acceptance are as follows:
 2. 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 firmwares. 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 TSTSL 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 TSTSL sufficiently in advance so as to get the works completed before receipt of the equipment.)
 3. The Inspections and tests, at the discretion of TSTSL, may be conducted on the premises of the Vendor or its subcontractor(s), at point of delivery, and / or at the good's final destination. If conducted on the premises of the Vendor or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the TSTSL.
 4. Should any inspected or tested goods fail to conform to the specifications the TSTSL 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 TSTSL /user.
 5. TSTSL' 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 TSTSL or its representative prior to the goods shipment from the country of origin.
 6. Nothing in this clause shall in any way release the vendor from any warranty or other obligations under this contract.
 7. The acceptance test will be conducted by the TSTSL, their consultant or any other person nominated by the TSTSL, at its option. There shall not be any additional charges for
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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 software, 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 TSTSL, 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.

I.9. Acceptance certificates

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

I.10. Packing

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

I.11. Delivery and documents

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

For Goods supplied from abroad:

1. Within 24 hours of shipment, the Vendor shall notify the TSTSL 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 TSTSL, 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 TSTSL 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 TSTSL and mail the following documents to the TSTSL:

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

I.12. Insurance

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

I.13. Transportation

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

I.14. Software Installation

The vendor will test all software operations and accomplish all adjustments necessary for successful and continuous operation of the VMware Enterprise solution at TS-SDC Hyderabad. The vendor will test the software and accomplish all adjustments necessary for successful and continuous operation of the Software at installation site.

I.15. Incidental services

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

I.16. Spare parts

1. The Vendor may be required to provide any or all of the following materials, notifications and information pertaining to spare parts manufactured or distributed by the Vendor.
2. Such spare parts as the TSTSL 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 TSTSL of the pending termination, in sufficient time to permit the TSTSL to procure needed requirements and
4. The Vendor shall ensure availability of spares in stock at his nearest service center for immediate delivery such spare parts as: (a) are necessary for a minimum of 5 years of operation after installation at the Purchaser’s sites (b) are necessary to comply with specifications.

I.17. Warranty

1. The Vendor warrants that the goods and services supplied under the contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The Vendor further warrants that all goods and services supplied under this contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Vendor that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
2. The warranty period shall be as stated in bid document. The Vendor shall, in addition, comply with the performance guarantees specified under the contract. If, for reasons

attributable to the Vendor, these guarantees are not attained in whole or in part, the Vendor shall, make such changes, modifications, and/or additions to the goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract at its own cost and expenses and to carry out further performance tests.

3. The equipment supplied should achieve required up time.
4. TSTSL /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 TSTSL /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 TSTSL /user may have against the Vendor under the contract.

I.18. Maintenance service

1. Free maintenance services including spares shall be provided by the vendor during the period of warranty. User, at its discretion may ask the vendor to provide maintenance services after warranty period, i.e. Annual maintenance and repairs of the system at the rates indicated by bidder in its proposal and on being asked so, the vendor shall provide the same. The cost of annual maintenance and repairs cost (after warranty period), which will include cost of spares replaced, shall be paid in equal quarterly installments at the end of each quarter.
2. The maximum response time for maintenance complaint from any of the destination (i.e. time required for supplier's maintenance engineers to report to the installations after a request call/telegram is made or letter is written) shall not exceed 48 hours.
3. In case uptime is less than the stipulated up time, penalty as indicated in the bid document shall be imposed on the vendor.
4. The amount of penalty if any will be recovered at source from the performance guarantee during the warranty or from annual maintenance charges payable as the case may be.

I.19. Payment

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

I.20. Prices

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

I.21. Change orders

TSTSL 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 TSTSL;
- ii. The method of shipment or packing;
- iii. The place of delivery and/or the services to be provided by the Vendor. If any such change causes an increase or decrease in the cost of, or the time required for, the vendor's performance of any provisions under the contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall

accordingly be amended. Any claims by the Vendor for adjustment under this clause must be asserted within thirty (30) days from the date of the Vendor's receipt of the change order.

I.22. Contract amendment

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

I.23. Assignment

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

I.24. Subcontracts

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

I.25. Delays in the supplier's performance

1. Delivery of the Goods and performance of the services shall be made by the Vendor in accordance with the time schedule specified by the TSTSL 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 TSTSL 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, TSTSL 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 TSTSL without liquidated damages.

I.26. Liquidated damages

If the Vendor fails to deliver any or all of the goods or perform the services within the time period(s) specified in the Contract, the TSTSL 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 TSTSL may consider termination of the contract.

I.27. Termination for default

1. The TSTSL, 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 TSTSL pursuant to Clause 25 of GCC or
 - b. If the Vendor fails to perform any other obligation(s) under the Contract or
 - c. If the Vendor, in the judgment of the TSTSL has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
2. In the event the TSTSL terminated the contract in whole or in part, TSTSL 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 TSTSL for any excess costs for such similar goods or services. However, the Vendor shall continue performance of the contract to the extent not terminated.

I.28. Force majeure

1. The Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Supplier's fault or negligence and not foreseeable. Such

events may include, but are not restricted to, acts of the TSTSL 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 TSTSL in writing of such condition and the cause thereof. Unless otherwise directed by the TSTSL in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

I.29. Termination for insolvency

TSTSL 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 TSTSL.

I.30. Termination for convenience

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

I.31. Resolution of disputes

1. The TSTSL 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 TSTSL 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 TSTSL 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 appointing 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.32. Governing language

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

I.33. Applicable law

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

I.34. Notices

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

I.35. Taxes and duties

The vendor shall be entirely responsible for all taxes, 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.36. Licensing considerations

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

I.37. Confidentiality:

1. The Bidder & OEM shall not use any Information, name or the logo of the State except for the purposes of providing the Service as specified under this contract;
2. The Bidder & OEM may only disclose Information with the prior written consent of the TSTS to a member of the Bidder's & OEM's Team ("Authorized Person") if the Authorized Person is obliged to use it only for the performance of obligations under this contract.
3. The Bidder & OEM shall do everything reasonably possible to preserve the confidentiality of the Information including execution of a confidentiality agreement to the satisfaction of the TSTS.
4. The Bidder shall sign a Non-Disclosure Agreement (NDA) with TSTS. The Bidder & OEM, its antecedents shall be bound by the NDA. The Bidder & OEM will be held responsible for any breach of the NDA by its antecedents or delegates.
5. The Bidder & OEM shall notify TSTS promptly if it is aware of any disclosure of the Information otherwise than as permitted by this Contract or with the authority of TSTS.
6. The Bidder & OEM shall be liable to fully recompense the TSTS for any loss of revenue arising from breach of confidentiality. TSTS reserves the right to adopt legal proceedings, civil or criminal, against the Bidder & OEM in relation to a dispute arising out of breach of obligation by the Bidder & OEM under this clause.
7. The Bidder & OEM shall not take away or remove in whatever manner any information on any media like but not limited to Digital Drives, CDs, DVDs, email etc from TS-SDC without the specific written permission of TSTS. Bidder & OEM, if required, shall take specific permission for each such event.
8. The Bidder & OEM shall not use any information which might have come to its knowledge in whatever manner during the discharge of its obligation under the contract for any purpose except strictly for discharging his obligation under the contract.

I.38. Training:

For each software component installed, the Vendor may be required to train the designated TSTSL and ITE&C Department personnel to enable them to effectively operate the total system. The training schedule will be agreed to by both parties during the performance of the Contract.

Section J - Special conditions of proposed contract (SCC)

--- NIL ---

Bid Letter Form

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

To:
The Managing Director
Telangana State Technology Services Limited,
HACA Bhavan, 2nd floor, Opp. Assembly,
Nampally, Hyderabad, TS. PIN: 500 004, India.

Sir,

Having examined the bidding documents and amendments there on, we the undersigned, offer to provide services/execute the works including supply, delivery installation of products as mentioned in the RFP, 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 TSTSL 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 Form

Contract Ref No: _____

THIS AGREEMENT is made on ____ day of _____

BETWEEN

(1) **The Managing Director ,Telangana State Technology Services Limited,,
2ndFloor , HACA Bhavan, Nampally, Hyderabad 500 004, TS, India,** (hereinafter called "the Purchaser"), on behalf of Information Technology. Electronics & Communication Department, Govt. of Telangana, Hyderabad.

(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 Annexure attached to the Contract Agreement
- II. Notification of award
- III. Minutes of TCPC meeting held on _____
- IV. Pre – bid conference minutes
- V. Bid document Ref No. _____ Dt. _____

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.

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

Sl. No	Solution, service, or material	Qty	Unit Price	Total Price
1.				
2.				
3				
4.				

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

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

For and on behalf of the Purchaser

Signed: _____
 in the capacity of **The Managing Director, TSTSL**

in the presence of _____

For and on behalf of the Supplier

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

in the presence of _____

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

Annexure – VIII

Amendments & Other Documents

S.No	Amendment No	Date	Amendment Description

Annexure & Other Formats

Annexure I - Bid Security (EMD) – BG Format

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

This guarantee will remain in force up to 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 II - Performance Security Form (PBG)

TSTSL Ref. No.....

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

To: (Address of TSTSL)

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

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

WHEREAS we have agreed to give the Vendor a Guarantee:

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

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

Place:

Date:

Signature and seal of guarantors

Pre Qualification Criteria – Forms

Form P1 -Bidder Information

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

Relevant supporting documents for the above information to be submitted.

Place & Date

Bidder's signature and Seal

1. Form-PQ#01 The bidder should be registered under the Indian company's act-1956/ 2013 or Partnership Act, 1932. The bidder shall submit the following information:
 - a) Certificates of incorporation/ Registration Certificate
 - b) Memorandum of Association
2. Form-PQ#02- The bidder should have financial turnover.
3. Form-PQ#03 - The bidder should have minimum cumulative turnover for the items/products mentioned (irrespective of brand/model) in the RFP.
4. Form-PQ#04- PAN, GST details of Bidder
5. Form-PQ#05- Bidder should be valid ISO 9001:2015 Certificates.
6. Form-PQ#06-OEM and Bidder should submit the undertaking for delivery commitments.
7. Form-PQ#07- OEM Product Declaration on supplied for Schedule – I.
8. Form-PQ#08- Manufacture Authorization Form (MAF) as per format Annexure-III.
9. Form-PQ#09- Clean Track Record – As per format Annexure – IV.

Annexure III
Manufacturer Authorization

Tender Ref. No: TSTS/HWP1/PRED-DESK/58/2024

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

1. Warranty coverage in respect of the goods and services manufactured by the said manufacturer shall be honored by that manufacturer, their channel partners, distributors, and authorized service centers as the case may be.
2. The manufacturer updates the bidder and their technical personnel with relevant technical literature, training and skill transfer workshops etc. on a regular basis.
3. The manufacturer provides back to back technical support to the said bidder on a continuing basis.
4. The said bidder is authorized to provide service and solutions using hardware, firmware and / or software as the case may be.

**Signature of OEM & seal 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-IV- Declaration Regarding Clean Track Record

To,
The Managing Director
Telangana State Technology Services Limited
2ndFloor, HACA Bhavan,
Nampally,
Hyderabad 500004, India

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document [No._____]. I hereby declare that my company/Consortium Partners has not been debarred/ black listed as on Bid calling date by any 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 T1 -Technical Compliance

Technical Compliance/Deviation(s) to technical specifications mentioned in the Section-D in Form T1. The Technical Compliance statement should be submitted from the offered brand in the OEM letterhead with authorized signatory. (taking into 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 - Checklist

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. MAF	

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, Tech, Literature, Certifications etc.

Deployment Methodologies- Documents on deployment framework, implementation plan, bidders approach & methodology to be provided. Detailed technical documentation, OEM product brochures and PowerPoint presentation on product features (Bidder's format).

Form T4 (Un-Priced Bill of Material)

S.No	Item	Qty	Make	Model	Unit Price without taxes in (INR)	GST & Duties etc.	Total price with GST and duties etc.
1	Desktops	58					
2	MF Printers	27					
3	Color Printers	6					

Form T5 – Any other documents if required (Bidder format)

Form F1 –Commercial Form

S No.	Item details (specifications as per section D of the tender document) with <u>make and model</u>	Unit Price without taxes in (INR)	GST & Duties etc.	QTY (Nos)	Total price with GST and duties etc.
A	B	C	D	E	F
1	Desktops			58	
2	MF Printers			27	
3	Color Printers			6	
Grand Total in INR					

Place & Date

Bidder's signature and Seal

Note: -

1. Unit of Measurement is as per the particulars mentioned in Section – A.
2. Un-priced Form T4 should be submitted along with technical bid.

----- | *END OF DOCUMENT* | -----