

**BID DOCUMENT
TENDER NOTICE
E-Procurement**

Open Competitive Bid (OCB)

for

Procurement of 10,000 Laptops to

Four Campuses of RGUKT

**(Located at Nuzvid in Krishna District, Etcherla in Srikakulam District, R
K Valley in YSR Kadapa District, and Ongole in Prakasham District)**

Proprietary & Confidential



RAJIV GANDHI UNIVERSITY OF KNOWLEDGE TECHNOLOGIES

**Camp Office Address: RGUKT-AP, Nuzvid Campus, Nuzvid,
Krishna District, Andhra Pradesh, Pin: 521202.**

Proprietary & Confidential

No part of this document can be reproduced in any form or by any means, disclosed or distributed to any person without the prior consent of RGUKT except to the extent required for submitting bid and no more.

INDEX

Contents		
S.No	Description	Page No
1.	Newspaper advertisement	4-4
2.	Section-A: Tender Call Notice	5-6
3.	Scope of Work	7-8
4.	Section-B: Pre-Qualification Criteria	8-9
5.	Section-C: Statement of important limits/ values related to bid	9-12
6.	Section-D: Technical specification	13-13
7.	Section-E: Bidding procedure	14-15
8..	Section-F: Bid evaluation procedure	15-16
9.	Section-G: General Instructions to bidders	16-20
10.	Section-H: Standard procedure for opening and evaluation of bids	21-25
11.	Section-I: General conditions of proposed contract (GCC)	25-34
12.	GENERAL DEFINITIONS	34-35
13.	Annexure-I: Bid letter form	36-36
14.	Annexure-II: Contract form	37-39
15.	Annexure-III: Bid Security (EMD) form	40-40
16.	Annexure-IV: Performance Security form	41-41
17.	Annexure-V: Manufacturer authorization	42-42
18.	Annexure-VI: Bidder Information and Other forms P2(A&B),P3,P4 and T1	43-44
19.	Annexure-VII: FINANCIAL BID	45-45
20.	Check List	46

Newspaper advertisement
E-Procurement Tender Notice



RAJIV GANDHI UNIVERSITY OF KNOWLEDGE TECHNOLOGIES
(Established through Act No.18 of 2008)
ANDHRA PRADESH, INDIA
(Catering to the Educational Needs of Gifted Rural Youth of Andhra Pradesh)

Advt.No. **RGUKT-AP/e-Proc/SA/Laptops/ET07/2021**,

Date:17.06.2021

E-Procurement – Tender Notice

Online tenders are hereby invited from OEM/ authorized representatives of the OEM for supply and installation of 10,000 Laptops to the RGUKT Four campus (RGUKT Nuzvid, R K Valley, Srikakulam and Ongole campuses). Interested bidders can download and submit the bids online from 17.06.2021 at 11:00 A.M to 23.07.2021 up to 05:00 P.M through <https://tender.apecurement.gov.in> (AP Portal).For further details please visit our website: www.rgukt.in or <https://tender.apecurement.gov.in> (Andhra Pradesh Portal).

Sd/-
Registrar (i/c)

Section A

Tender Call notice

Procurement of 10,000 Laptops

Time schedule of various tender related events

Bid calling date	17.06.2021
Bid Document fee (Non-refundable)	Rs. 1,00,000/- (By way of DD from any Scheduled Bank in favor of The Registrar, RGUKT, payable at SBI, Nuzvid) (Non-refundable)
Bid Documents Downloading Start date	17.06.2021 at 11.00 AM
Prebid meeting	03.07.2021 at 11.00 AM
Bid Document Downloading End Date	23.07.2021 till 04.30 PM
Last date for uploading of online documents	23.07.2021 at 05:00 PM.
Last date for Hard Copies submission of EMD, Document Fee, Pre-qualification documents and other necessary documents. (scanned copies)	30.07.2021 at 05:00 PM
Pre-qualification Bid opening date/time	11.08.2021 at 11:00 AM.
Technical Bid opening date/time	12.08.2021 at 11:00 AM.
Price Bid opening date/time	13.08.2021 at 11:00 A.M
Contact person	Registrar (i/c), RGUKT-A.P
Reference No	RGUKT-AP/e-Proc/SA/Laptops/ET07/2021,date:17.06.2021.

CLARIFICATIONS:

- i. Queries if any can be made through e-mail only on procurement@rgukt.in on or before 01.07.2021 or the bidders can also attend the pre bid meeting to clarify their queries. The queries should only be sent in following format on the official letter head of the company.

S.No.	Page No. (Tender Ref.)	Clause (Tender Ref.)	Description (Tender Ref.)	Query

- ii. The addendum/corrigendum if any shall be published on RGUKT website i.e. www.rgukt.in as well as on e-procurement platform <https://tender.apeprocurement.gov.in>.

- iii. The bidders are requested to submit the bids after issue of clarifications duly considering the changes made if any. Bidders are totally responsible for incorporating/complying the changes/ amendments made by the RGUKT.

Note:

The dates stipulated above are firm and under no circumstances they will be relaxed unless extended by an official notification or happen to be Public Holidays. For the assistance in the online submission issues, the bidder may contact the help desk of M/s.VUPADHI (<https://tender.apecurement.gov.in>) at their e-mail address: contact@vupadhi.com, Phone: 08645-246370/71/72/73/74.

**Sd/-
Registrar (i/c)**

A. Scope of the work:

A.1. Supply and commissioning a total of 10,000 laptops including adaptor and quality laptop bag to the four campus of RGUKT (R K Valley Campus (idupulapaya), Nuzvid campus, Srikakulam and Ongole).

A.2. Scope of incidental services:

1. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods.
2. **Onsite full Comprehensive warranty period services for five years for Laptops including battery and Adapter.**

A.3. Deployment of onsite personnel at four campuses of RGUKT

The Site Engineer should have experience in Unix/Linux and Ms Windows Server. The bidder should submit a statement of the personnel whom he would be deploying for FMS clearly mentioning their qualification, designation and previous experience in the similar field. 100% of the staff proposed of the tender must be the staff of the organization. The bidder has to indicate the proposed person's name and designation in the bidder's organization.

Minimum Qualifications & Experience Required:

Sl.no.	Position	Educational Qualifications	Experience	Experience in years
1	Site Engineer (one Site engineer per each campus)	B.Tech/B.E./BCA/ Dip in ECE/Dip in CSE (or) B. Sc/B.Com/BA with Dip.in CS	Installation & configuration of Administration of Unix/Linux and MS Windows Server Troubleshooting of LAPTOPS hardware (including adaptor, battery, headphones) and Installation of Software products.	2 years

A.4. Delivery and Installation period

- a) Bidder shall deliver in one single lot to each campus, install and commission the laptops within **8weeks** from the date of receipt of purchase order.
- b) The delivery details are as follows:-
Out of 10,000 laptops, the actual number of laptops to be supplied to each campus located at Nuzvid, RK Valley, Srikakulam and Ongole will be informed to the successful bidder at the time of agreement.

A.5. Warranty

- **Five years comprehensive onsite warranty for Laptops including battery and adapter.**
- AMC for 6th and 7th years need to be quoted separately.
- During warranty period the bidders should conduct preventive maintenance once in every quarter besides attending the regular calls.
- During the warranty period the on site engineer should make his own accommodation and should be available during the working hours for six days a week to attend any complaint in the laptops.

Section B

B.1 Pre-Qualification criteria:

1. The bidder should be in business of manufacture and supply of laptops for a minimum period of three years as on bid calling date.
2. The bidder should be an OEM or authorized representative of the OEM whose product is being quoted. In case, authorized representative of OEM is participating in the bid, a separate authorization letter from the OEM is mandatory to quote in the tender. The Authorization Certificate shall be furnished on the letter head of the manufacturing concern/OEM and should be signed by a person on behalf of the manufacturer/OEM, who is competent to authorize the agent/dealer/ distributor. Copy to be furnished.
3. In case, authorized representative of OEM is participating in the bid, credentials of the OEM will not be considered.
4. The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
5. Minimum one service center in Andhra Pradesh and with at least **five service engineers** overall as on bid calling date. In case, bidder doesn't have service center in Andhra Pradesh, bidder has to submit an undertaking that the bidder will establish a service center in AP if the bidder found to be L1.
6. The bidder should have minimum annual supply of 5000 laptops (irrespective of brand/model anywhere in India), in any two financial years during 2017-18, 2018-19 & 2019-20. Work order

copies need to be submitted along with satisfactory certificate. In case of authorized representative of OEM, credentials of OEM will not be considered.

7. The bidder should furnish the information on major past supplies under the relevant product /services and satisfactory performance for the financial years of 2017 & 18, 2018-19 & 2019-20. Relevant documents in support of the above should be furnished.
8. The bidder or the Bidder's group company or the manufacturer should not have been blacklisted by any State Government / Central Government / PSU for any reason in the last three financial years as on bid calling date. A letter of undertaking on the letter heads of the Bidder/ Manufacturer should be submitted separately stating that they have not been blacklisted by any State Government / Central Government / PSU for any reason in the last three years and should be signed by an Officer competent and having the power of attorney (with Company stamp) to bind the bidding Firm / Manufacturer(s). The letter of undertaking should be submitted in Pre-qualification Bid.
9. Copy of the ISO certification like 'EPEAT Gold, Energy certified ISO27001 OHSAS 1800/ISO 45001:2018'. Self-attested copies to be attached.
10. Warranty authorization letter from OEM (Original Equipment Manufacturer) (on OEM letter head with signature and stamp).
11. The bidder should have minimum turnover of Rs. 15.00 Crores during any two of the last three financial years (2017-18, 2018-19 & 2019-20). The bidder shall submit copies of Income Tax returns and audited balance sheets certified by Registered Chartered Accountant.
12. The bidder shall submit copies of latest Income Tax returns for the past three (3) financial years i.e., 2017-18, 2018-19 & 2019-20.
13. PAN Number of the company/Firm. Self-attested copies to be attached.
14. GST certificate. Self-attested copies to be attached.
15. Certificate of Incorporation/ Registration; Self attested copies to be attached

Section C

C1. Statement of important limits/ values related to bid

S. No	Item	Description
1	EMD	Rs. 50,00,000/- (in the form of DD/BG from Nationalized drawn in favor of Registrar, RGUKT payable at Nuzvid)
2	Bid Validity Period	180 days from the date of opening of bid
3	EMD Validity Period	180 days beyond bid validity period
4	Warranty Period	5 years comprehensive onsite warranty from date of delivery and installation,
5	Maintenance period	Free maintenance services including spares shall be provided by the vendor during the period of warranty

6	Variation in quantities	± 20%
7	Period for furnishing Performance security	Within 7 days from the date of receipt of notification of the award
8	Performance security value for schedule	3% of contract value.
9	Performance security validity period	120 days beyond warranty period
10	Period for signing contract	Within 15 days from date of receipt of Letter of Intent.
11	Delivery and installation period	Bidder shall deliver in one single lot to each campus install and commission the laptops within 8 weeks from the date of receipt of purchase order
12	Up time %	97% calculated over 3 calendar months period. For the purpose of up time calculation, day will be counted of 12 hours duration -8:00 AM to 8:00 PM on all days.
13	Payment terms	<ul style="list-style-type: none"> • 90% after delivery and installation with the satisfactory working/performance evaluation certification from the concerned Director of the campus and remaining 10% payment will be made @ 2% per year subject to fulfillment of Uptime condition. • Payment will be made by the university basing on the satisfactory certificate regarding submitted by the respective campuses.
14	LD for late deliveries	1% of the late delivered or deemed late delivered goods for one week or part there of 2% for 2 weeks or part there of 4% for 3 weeks or part thereof and so on maximum of 10%. If delay continues beyond the limit, contract is liable for cancellation and also EMD/Performance Security Deposit will be forfeited/retained by the University.
15	Penalty for failure to maintain during warranty	For every 1% reduction in up time from 97%, penalty will be 0.3% of equipment cost, which is down or deemed to be down as the case may be.
16	Conditional bids	Not acceptable and liable for rejection.
17	Laptops evaluation	The bidder has to submit one sample laptop along with accessories of the type which they intend to supply against the tender for technical evaluation, performance tests carrying and compliance to the specifications at the time of submission of the bid. The bidder who fails to submit the sample laptop, their bid will not be accepted.
18	Placing work order	<ul style="list-style-type: none"> • RGUKT will place order on identified successful bidder. • All the payments shall be made by the RGUKT to the successful bidder as per the terms and conditions and after submission of the installation, laptop evaluation satisfactory certificate. • If required RGUKT can split the order basing on the quoted price and service track record. The decision of the RGUKT is final in this regard.

		<ul style="list-style-type: none"> • PART ORDER / REPEAT ORDER: Bidder hereby agrees to accept part order at owner's option without any limitation whatsoever and also accept repeat order(s) with same quantity or less than during a period of one year from the date of original purchase order on same unit prices, terms and conditions. RGUKT reserves the right to split the tender if required. The decision of RGUKT in this regard shall be final.
19	Eligibility Criteria	As per Section B
20	Bid submission	On Line. Bidders are totally responsible for incorporating/complying the changes /amendments made by RGUKT-A.P.
	Procedure for Bid Submission	<ul style="list-style-type: none"> • Bids shall be submitted online on https://tender.apecurement.gov.in platform • The participating bidders in the tender should register themselves free of cost on e-procurement platform in the website https://tender.apecurement.gov.in. • Bidders can log-in to e-procurement platform in secure mode only by signing with the Digital certificates. • The bidders who are desirous of participating in e-procurement shall submit their technical bids, price bids as per the standard formats available at the e-market place. • The bidders should scan and upload the respective documents in Pre-Qualification and Technical bid documentation as detailed at Section E & G of the Tender document including EMD and Bid Document Fee. The bidders shall sign on all the statements, documents certificates uploaded by them, owning responsibility for their correctness/authenticity. • The rates should be quoted in online only. • No physical submission of price bids will be accepted.
21	Other conditions	<ol style="list-style-type: none"> 1. After uploading the documents, the copies of the uploaded technical bid documents (hard copies), sample laptop along with all accessories for evaluation and original Demand Drafts/BG in respect of Bid Security and Bid document fee are to be submitted by the bidder to the "The Registrar (i/c), RGUKT located at RGUKT- Nuzvid, Krishna District, Andhra Pradesh - 521202", by 5:00 PM on 30.07.2021". 2. Failure to furnish any of the uploaded documents, certificates, will entitled in rejection of the bid. The RGUKT-A.P shall not hold any responsibility 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

		<p>forfeited.</p> <ol style="list-style-type: none">3. RGUKT-A.P will not hold any risk and responsibility regulating non-visibility of the scanned and uploaded documents.4. The documents that are uploaded online on e-market place will only be considered for Bid Evaluation. Tenders without digital signatures will not be accepted by the Electronic Tendering System. No Tender will be accepted in physical form and in case, it has been submitted in the physical form only, it shall be rejected out rightly.5. The RGUKT-A.P reserves the right to reject/cancel all or any of the tenders without assigning any reason there off.6. The tender which is conditional/incomplete/ belated/ without earnest money/without document fee will not be entertained.
--	--	--

Section -D

**Technical specification: (All components must be OEM -Make only)
CONFIGURATION-I**

Item	Description
Processor	Intel® Core™ i5 Processor with latest generation i.e 10
Memory	<ul style="list-style-type: none"> • DDR4 Model : 8GB DDR4 2666MHz and above and expandable up to 16 GB • Built in 4 GB Graphic Card HDD : 1 TB SATA 5400 or higher
Operating System	Free Linux OS
Port and Slot Features	Mic In, RJ45, USB Ports, HDMI Port, Multi Card Slot
Display and Audio Features	Touch screen •No Screen Size • 35.56 cm (14") or higher Screen Resolution •1920 x 1080 Pixel Screen Type • Full HD LED Backlit Anti-glare IPS Micro-edge Display (250 units Brightness, 141 ppi, 45% NTSC Colour Gamut) Speakers • Built-in Dual Speakers Internal Mic • Integrated Dual Array Digital Microphone
Connectivity Features	Wireless LAN • Wi-Fi Bluetooth • v5.0 Ethernet • Integrated 10/100/1000 Gigabit Ethernet LAN
Additional Features	Disk Drive • No Web Camera • 720p HD Webcam Finger Print Sensor • Yes Keyboard • Full-size Backlit Natural Silver Keyboard with Numeric Keypad Pointer Device • Touchpad with Multi-touch Gesture Support
Battery Backup	Battery Cell•3 cell, 41 WHr Li-ion Battery with Fast Charge Support or higher
Other items	Power Adapter, Quality Laptop Bag
Software compatibility	Windows-10/ Ubuntu 14.04 support or above version software
Warranty	Five years onsite warranty for laptops which includes Battery and Adaptor under description

Section E

E.1 Bidding procedure – Separate bid for each schedule:

E.1. Offers should be made in **three** parts namely, “**1. Pre-qualification bid**”, “**2. Technical bid**” and “**3. Financial bid**” (format given in bid document). Each offer should be placed separately.

1. EMD details should be given in the “Pre-qualification bid”.
2. Tenders will be accepted only from those who have paid the Bid document fee.
3. All correspondence should be made with The Registrar(i/c), RGUKT located at RGUKT-Nuzvid, Krishna District, Andhra Pradesh - **521202**.
4. After uploading the documents, the copies of the uploaded technical bid documents (**hard copies**), sample laptop along with all accessories for evaluation and original Demand Drafts/BG in respect of Bid Security and Bid document fee are to be submitted by the bidder to the “The Registrar (i/c), RGUKT located at RGUKT- Nuzvid, Krishna District, Andhra Pradesh - 521202”, by 5:00 PM on **30.07.2021**”.

E.2. Pre-qualification bid:

It shall include the following information about the firm.

1. General information on the bidder’s company in Form P-1
2. Turn over details certified by Registered Chartered Accountant in Form P-2A
3. Proof of supplying 5000 Laptops in any two out of three financial years in Form P-2B along with relevant POs and satisfactory certificate
4. List of major customers in support of turnover in Form P-3
5. Details of service centers in AP in Form P-4
6. Certificates like ISO, Microsoft etc EPEAT Gold, Energy certified ISO27001 OHSAS 1800/ISO 45001:2018.
7. Manufacturer’s authorization to participate in bidding process apart from such other documents like authorization certificate for dealing in the products for which bid is submitted. (However, this will not apply to Manufacturers)
8. Power of Attorney, Certificate of Incorporation/ Registration,
9. Proof of Income Tax returns
10. PAN No. of the company/Firm, and GST No

E.3. Technical Bid:

1. Technical compliance statement in Form T-1

2. Detailed technical documentation, reference to various industry standards to which the products / services included in vendor's offer conform, and literature concerning the proposed solution.
3. Other information, if any required in the bid document.
4. As per Section A.4 details of proposed site engineers to be deployed should be furnished.

E.4. Financial bid:

- a. The price quoted separately :
Unit cost of Laptop with adaptor and Laptop bag as per specifications including Site Engineer cost per month.
- b. AMC for 6th and 7th Years in %.

Section F

Bid evaluation procedure:

Bidders should offer prices for all the items of Schedule and for the full quantity of Laptops and its accessories (Adapter, Battery) of Schedule failing which such bid will not be considered. Technical bid documentation should be in the prescribed format. Queries if any can be made through e-mail only on procurment@rgukt.in on or before 01.07.2021. Queries received via any mode other than e-mail id mentioned above will not be entertained. Bidders are totally responsible for incorporating/complying the changes/ amendments made by the RGUKT. Nothing will be entertained in this regard after the bid clarifying date. In case the schedule or procedure of tender processing is revised, the same shall be communicated by e-mail/Fax to all vendors who have paid the tender document fee.

F.1. Opening of bids.

The RGUKT shall open the pre-qualification bid in presence of the tender committee, and list them for further evaluation. The Technical bids of only those bidders who qualify in the pre-qualification stage will be opened. The Financial bids of only those bidders will be opened who qualify in the Technical bid evaluation stage.

F.2. Pre-qualification bid documentation:

The documentation furnished by the vendor shall be examined prima facie to see if the technical skill base and financial capacity claimed therein are consistent with the needs of this project.

F.3. Technical bid documentation

The documentation furnished by the vendor shall be examined prima facie to see if the Product/ services offered, technical skill base and other bidder attributes claimed therein are consistent with the needs of this project.

F.4. Award Criterion

Final choice of the 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 technical services and appropriateness of financial offer from the point of view of cost-effectiveness over the entire maintenance period for the product/services.

Section G **General Instructions to bidders.**

G.1. General Eligibility

1. This invitation for bids is open to all firms who are suppliers within 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 RGUKT-A.P, to be ineligible to participate for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.

G.2. 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.3. Cost of bidding:

1. The bidder shall bear all costs associated with the preparation and submission of its bid, and RGUKT-A.P 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.4. Clarification of bidding documents:

1. A prospective vendor requiring any clarification of the bidding documents, Queries if any can be made through e-mail only on procurement@rgukt.in on or before 01.07.2021. Queries received via any mode other than e-mail id mentioned above will not be entertained. Bidders are totally responsible for incorporating/complying the changes/ amendments made by the RGUKT.
2. 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 RGUKT-A.P shall not entertain any correspondence regarding delay or non-receipt of clarification from RGUKT-A.P.

G.5. Amendment of bidding documents:

1. At any time prior to the deadline for submission of bids. RGUKT-A.P, 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. The amendments if any shall be uploaded on RGUKT-A.P website and e-procurement platform, and such modification will be binding on all bidders.

G.6. Period of validity of bids:

1. Bids shall remain valid for the days or duration specified in the bid document, after the date of bid opening prescribed by RGUKT-A.P. A bid valid for a shorter period shall be rejected as non-responsive.
2. In exceptional circumstances, the RGUKT-A.P 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.7. Submission of bids:

1. The bidders shall submit all the bids i.e. pre-qualification, technical and financial bid to RGUKT-A.P through e-procurement website and hard copies of the pre-qualification and technical bid documents are to be submitted by the date and time mentioned.

G.8. Deadline for submission of bids:

1. Bids must be submitted to RGUKT-A.P no later than the bid submission date and time specified in the tender call notice.
2. The RGUKT-A.P may, at its discretion, extend deadline for the submission of bids by amending the tender call, in which case all rights and obligations of the RGUKT-A.P and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
3. The hard copies of the uploaded bid documents are to be submitted at The Registrar(i/c)'s Office, I-3 building, RGUKT-A.P, Krishna District, A.P. – 521202 before 5:00 P.M,30-07-2021 by the date and time mentioned.

G.9. Late bids:

Any bids received after the deadline mentioned in the tender document will be rejected.

G.10. 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.11. General business information:

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

G.12. 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 RGUKT-A.P to:
 - a. Assure bidders continue 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 in form of DD, issued by a reputable bank scheduled in India and having at least one branch office in Nuzvid/Vijayawada/Andhra Pradesh.
4. Unsuccessful bidder's bid security will be discharged or returned not later than thirty (30) days after the expiration of the period of bid validity prescribed by RGUKT-A.P.

5. The successful bidder's bid security will be discharged upon the bidder signing the contract, and furnishing the performance security.
6. The bid security may be forfeited:
 - a) If a bidder withdraws its bid during the period of bid validity or
 - b) In the case of a successful bidder, if the bidder fails:
 1. to sign the contract in time;
 - or
 2. to furnish performance security

G.13.Preparation of Pre-qualification bid:

It shall contain of the following parts:

1. General information on the bidder's company in Form P-1
2. Turn over details certified by Chartered Accountant in Form P-2A
3. Proof of supplying 5000 Laptops in any two out of three financial years in Form P-2B along with relevant POs and satisfactory certificate
4. List of major customers in support of turnover in Form P-3
5. Details of service centers in AP in Form P-4
6. Certificates like ISO, Microsoft, EPEAT Gold, Energy certified ISO27001 OHSAS 1800/ISO 45001:2018.
7. Manufacturer's authorization to participate in bidding process apart from such other documents like authorization certificate for dealing in the products for which bid is submitted. (However, this will not apply to Manufacturers)
8. Power of Attorney, Certificate of Incorporation/ Registration,
9. Proof of Income Tax
10. PAN No. of the company
11. Firm, GST No

G.14 Preparation of technical bid

It shall consist of the following parts.

1. Technical documentation-confirmation to technical specification etc.
2. Detailed technical documentation, reference to various industry standards to which the goods and services included in vendor's offer confirmation, and other literature concerning the proposed item. 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.

3. A Statement about appropriateness of the product design and solution plan for operating conditions in India, including physical, infrastructure and human factors.
4. 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 manufacture or produces to supply the goods in India.
5. 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.
6. The supplied laptop along with the bid document will be evaluated for bench mark test.

G.15 Preparation of financial bid

Overview of Financial bid

1. The financial bid should provide cost calculation corresponding to each component of the project.
2. **Bid Prices**
 - a. **The Bidder shall indicate the unit price and the total price of the New Laptops including 5 years comprehensive warranty with adaptor and laptop bag. On site engineer cost per month should be specified separately.**
 - b. **The bidder shall also quote for Annual Maintenance Contract (AMC) for 6th and 7th years in terms of percentage of laptop cost.**
 - c. The bidder shall indicate Basic Prices and taxes, duties etc in the form prescribed (Annexure-VII).
 - 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 prices quotation will be treated as non responsive and will be rejected.
3. Bidder should quote all the columns in the financial bid otherwise the bid stands invalid.
4. **Bid currency:** Prices shall be quoted in Indian rupees

Section H

Standard procedure for opening and evaluation of bids

H.1. Outline of bid Opening procedure

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 committee constituted for the purpose shall open the Pre- qualification bids and list them for further evaluation. The Technical bids of only those bidders who qualify in the pre- qualification bid will be opened and after evaluation of technical bids, the financial bids of only those bidders who qualify in technical evaluation will be opened.

H.2 General Guidelines for bid opening and evaluation:

Bids will be in three parts (Pre-qualification, technical and financial) as indicated in the tender call.

1. Opening of Bids

- a. Bids will be opened at the schedule time and date

2. Preliminary examination of Bids:

- a. Preliminary scrutiny will be made to determine where they are complete, whether any computational errors have been made, whether required sureties have been furnished, where the documents have been properly signed, and whether the bids are generally in order.
- b. 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.
- c. RGUKT-A.P 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.
- d. Prior to the detailed evaluation, RGUKT-A.P will determine the substantial responsiveness of each bid to the bidding documents.

- e. If a bid is not substantially responsive, it will be rejected by the RGUKT-A.P and may not subsequently be made responsive by the bidder by correction of the nonconformity.

3. Clarification of bids

During evaluation of the bids, RGUKT-A.P may, at its discretion, ask the bidder for clarification of its bid.

4. Evaluation of Pre- qualification bids

The documentation furnished by the vendor will be examined prima facie to see if the technical skill base and financial capacity and other vendor attributed claimed therein are consistent with the needs of this project.

- a. In the second step, RGUKT-A.P 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:

- 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 attributed claimed therein are consistent with the needs of this project.
- b. The Vendor should supply sample laptop with accessories as mentioned in the section D.
 - 1) The quoted laptop should be of Commercial or Corporate series.
 - 2) Laptop, while submitting the bid document for technical evaluation, performance tests will be carried out to verify the compliance to the specifications.
- c. **Benchmark tests:** The University will follow its own bench mark test for evaluation of the Laptops.
- d. Laptops that fail to qualify in the benchmark test will not be allowed to participate in the financial bid.

6. Evaluation of financial bids

Financial bids of those vendors who satisfy all phases of the pre-qualification and technical bid will only be opened. All other financial bids will be ignored. RGUKT-A.P will assess the nature of financial offers and may pursue any or all of the options mentioned under financial bid.

RGUKT will follow the AP State Government norms relating to reverse tendering in vogue before awarding the contract.

7. General Evaluation of bids

1. Evaluation of financial bids will be excluded and not to be taken into account any offer not asked for or not relevant to the present requirements of under.
2. Past track record of bidder in supply/services and
3. Any other specific criteria indicated in the tender call and /or in the specifications.

H.3. Contacting RGUKT-A.P

1. Bidder shall not approach RGUKT-A.P officers outside of office hours and/or outside RGUKT-A.P office premises, from the time of the tender call notice to the time the contract is awarded.
2. Any effort made by a bidder to influence RGUKT-A.P 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 RGUKT-A.P , it should do so in writing.

H.5. RGUKT-A.P right to vary quantities at the time of award

RGUKT-A.P 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.

PART ORDER / REPEAT ORDER: Vendor hereby agrees to accept part order at owner's option without any limitation whatsoever and also accept repeat order(s) during a period of six months from the date of original purchase order on same unit prices, terms and conditions. RGUKT reserves the right to split the tender if applicable. The decision of RGUKT in this regard shall be final.

H.6 RGUKT-A.P right to accept any bid and to reject any or all bids

RGUKT, reserves the right to accept or reject any / or all the tenders without assigning any reasons whatsoever. RGUKT also reserves the right to cancel the selection process for award of the contract at any time. The decision of RGUKT is final and binding.

H.7. Notification of award

1. Prior to expiration of the period of bid validity, RGUKT will notify the successful bidder in writing, that its bid has been accepted.

2. Upon the successful bidder's furnishing of performance security, RGUKT will promptly notify each unsuccessful bidder and will return its bid security(EMD).

H.9. Performance Security

1. On receipt of notification of award from the RGUKT, 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 RGUKT.
2. 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 forfeit of the bid security, in which event the RGUKT may make the award to another bidder or call for new bids.
3. The performance security shall be denominated in Indian rupees 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 Nuzvid/Vijayawada/Andhra Pradesh, in the form provided in the bidding document or another form acceptable to the RGUKT;
 - or
 - b) A cashier's cheque or banker's certified cheque or crossed demand draft or pay order drawn in favor of the Registrar(i/c), RGUKT.

H.10. Corrupt, fraudulent and unethical practices

1. "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.
2. "Fraudulent practice" means a misrepresentation of facts in order to influence the procurement process or the execution of contract to detriment of the purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competitive levels and to deprive the Purchases or the benefits of free and open competition:
3. "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.

4. RGUKT will reject the proposal for award and also may debar the bidder for future tenders in RGUKT, if it is determined that the bidder has engaged in corrupt, fraudulent or unethical practices in competing for, or executing a contract.

Section - I

General conditions of proposed contract (GCC)

I.1. 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 RGUKT is required to pay compensation to a third party resulting from such software piracy, the vendor shall be responsible to a compensation including all expenses, court costs and lawyer fees. The RGUKT 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.2 Manuals and drawings

1. Before the goods and services are taken over by the user, the vendor shall supply operation and maintenance manuals, (together with drawings of the goods and services where applicable).
2. The vendor shall provide complete technical documentation of hardware, firmware, all subsystems, operating systems, compiler, system software and the other software.
3. The manuals and drawings wherever applicable shall be in English.
4. Manuals should be supplied for each installation sites.
5. Unless and otherwise agreed, the goods and services shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the user.

I.3. Inspection and acceptance tests

1. Inspection and tests at final acceptance are as follows:
 - a) Inspection of the goods shall be carried out to check whether the goods are in conformity with the specifications mentioned in the bid document. Following broad test procedure will generally be followed for inspection and testing of hard ware and firm

wares. The vendor will dispatch the goods to the ultimate consignee after internal inspection testing along with the supplier's inspection report, manufacturer's warranty certificate. The RGUKT will test the equipment after completion of the installation and commissioning at the site of the installation.

- b) The Inspections and tests, at the discretion of RGUKT, will be tested at the good's final destination. If conducted on the premises of the vendor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspections at no charge to the RGUKT.
- c) Should any inspected or tested goods fail to conform to the specifications the RGUKT may reject the goods, and the vendor shall either replace the rejected goods or make alterations necessary to meet specifications requirements free of cost to the RGUKT.
- d) Nothing in this clause shall in any way release the vendor from any warranty or other obligations under this contract.
- e) The acceptance test will be conducted by the RGUKT, their consultant or any other person nominated by the RGUKT, at its option. There shall not be any additional charges for carrying out acceptance tests. Any reduction in functional requirements and performance specifications shall be ground for failure. Any malfunction, partial or complete failure of any part of hardware, firmware or excessive heating of hardware enclosures, motors attached to printers, drivers etc. or bugs in the software shall be grounds for failure of acceptance test.
- f) 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 RGUKT, the successful completion of the test specified. The average uptake efficiency of 97% for the duration of test period (7 days) shall be considered as satisfactory.
- g) In the event of the hardware and software failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the RGUKT reserves the right to get the Equipment replaced by the vendor at no extra cost to the RGUKT.

I.4. Acceptance certificates

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

I.5. 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 RGUKT.

I.6. Delivery and documents

1. Delivery of the goods/services shall be made by the vendor in accordance with the terms specified in schedule of requirements. The details of shipping and / or other documents to be furnished and submitted by the vendor are specified below.
2. **For Goods supplied from abroad:**
 - a. Within 24 hours of shipment, the vendor shall notify the RGUKT and the Insurance Company with 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 RGUKT, with a copy to the Insurance Company.
 - b. Four copies of supplier's invoice showing goods description, quantity, unit price and total amount;
 - c. 4 copies of packing list identifying contents of each package;
 - d. Insurance Certificate; Manufacturer's/Supplier's warranty certificate;
 - e. Inspection certificate, issued by the nominated inspection agency and the Supplier's factory inspection report; and
 - f. Certificate of origin.

The above documents shall be received by the RGUKT/Campuses 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.

I.7. For Goods from within India:

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

- a) Four copies of the vendor invoice showing goods description, quantity, unit price total amount;
- b) Delivery note, or acknowledgment of receipt of goods from the user;
- c) Manufacturer's or Supplier's warranty certificate;
- d) Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report.
- e) Certificate of Origin;
- f) Insurance Policy;
- g) Excise gate pass receipts wherever applicable duly sealed indicating payments made; and
- h) Any of the documents evidencing payment of statutory taxes

The above documents shall be received by the RGUKT 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.8. Insurance

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

I.9. Transportation

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

I.10. Hardware Installation

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

I.11. 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 four constituent campuses 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.

I.12. Warranty

1. The Vendor warrants that the goods and services supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The Vendor further warrants that all goods and services supplied under this contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Vendor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
2. The warranty period shall be as stated in bid document. The vendor shall, in addition, comply with the performance guarantees specified under the contract. If, for reasons attributable to the Vendor, these guarantees are not attained in whole or in part, the vendor shall, make such changes, modifications, and/or additions to the goods or any part therefore 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. RGUKT user shall promptly notify 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.
5. If the Vendor, having been notified, fails to remedy the defects(s) within a reasonable period, the RGUKT/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 RGUKT/user may have against the Vendor under the contract.

I.13 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 shall not exceed 48 hours.
3. The vendor will accomplish preventive and breakdown maintenance activities to ensuring that all hardware, and firmware execute without defect or interruption for at least required up time.
4. In case up time is less than the stipulated-up time penalty as indicated in the bid document shall be imposed on the vendor.
5. The amount of penalty if any, will be recovered at source from the performance guarantee during the warranty or from annual maintenance charges payable as the case may be.

I.14 Payment

1. The vendor's request(s) for payment shall be made to RGUKT in writing, accompanied by an invoice describing, as appropriate, the goods/service delivered/performed.
2. Payments shall be made promptly by the RGUKT but in no case later than (60) days after submission of a valid invoice along with the satisfactory certificate from the concerned Director.
3. Payment shall be made as indicated in Bid document.
 - a. The annual maintenance 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.
4. Payment will be made through cheque/RTGS Transfer.

I.15 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 of any price adjustments authorized in special conditions of contract or in the request for bid validity extension, as the case may be.

I.16. Change Orders:

RGUKT/Campuses, 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:

- a) Drawing, designs, or specifications, where Goods to be supplied under the Contract are to be specifically manufactured for the four constituent campuses of RGUKT;

b) The method of shipment or packing;

I.17 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.18 Subcontracts

The Vendor shall notify the RGUKT in writing of all subcontracts awarded under the 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.19 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 RGUKT/Campuses 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 RGUKT in writing of the fact of the delay, its likely duration and its causes. As soon as practicable after receipt of the Vendor's notice, RGUKT 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, 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 RGUKT without liquidated damages.

I.20 Liquidated damages (LD)

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

I.21. Termination for default

1. The RGUKT, 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 RGUKT pursuant to **Clause 25 of GCC**.

- a. If the Vendor fails to perform any other obligation(s) under the Contract or
 - b. If the Vendor, in the judgment of the RGUKT has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
2. In the event the RGUKT/Campuses terminated the contract in whole or in part, RGUKT 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 RGUKT/Campuses for any excess performance of the contract to the extent not terminated.

I.22 Force majeure

1. The Vendor shall not be liable for the 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 for Force Majeure.
2. For purpose 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 RGUKT 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 RGUKT in writing of such condition and the cause thereof. Unless otherwise directed by the RGUKT 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.23. Termination for insolvency

RGUKT 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 RGUKT.

I.24 Termination for convenience

1. RGUKT, 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 RGUKT/Campuses convenience, the extent to which performance of the Vendor under the Contract its terminated, and the date upon which such termination becomes effective.

2. The goods that are completed and ready for shipment within thirty(30) days after the vendor's receipt of notice of termination shall be accepted by the RGUKT at the contract terms and prices. For the remaining Goods, the RGUKT may elect to have any portion completed and delivered at the contract terms and prices at its discretion.

I.25 Resolution of disputes:

1. The RGUKT 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 contract.
2. If, after thirty (30) days from the commencement of such informal negotiations, the RGUKT 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 RGUKT 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 (Amendment) Act, 2019.

I.26. 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 language.

I.27. Applicable law

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

I.28. 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 email 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.29. taxes and duties

The vendor shall be entirely responsible for all taxes, Duties, license fee Control, 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.30 Licensing Considerations

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

I.31 Protection against damages – site conditions:

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

I.32 Fail-safe procedure

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

1. Power failure
2. Voltage variation
3. Frequency variation

I.33 Training:

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

I.34 Site Preparation and Installation:

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

GENERAL DEFINITIONS

1. **Tender call or invitation for bids** means the detailed notification seeking a set of solution(s), service(s), material(s) or any combination of them.
2. **Specification** means the functional and technical specifications or statement of work, as the case may be.
3. **Firm** means a company, authority, co-operative or any other organization incorporated under appropriate statute as is applicable in the country of incorporation.
4. **Bidder** means any firm offering the solution(S), service(S) and/or materials required in the tender call. The word vendor when used in the pre award period shall be synonymous with bidder and when used after award of the contract shall mean the successful bidder with whom RGUKT 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 RGUKT-A.P, 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. **Goods and services** mean the solution(s), service(s), material(s) or a combination of them in the context of the tender call and specifications.
8. The word goods when used singly shall mean the hardware, firmware component of the goods and services.
9. **Maintenance period** means period mentioned in bid document for maintaining the systems beyond warranty period.
10. **LD** means Liquidated Damages
11. **“Contract”** means the agreement entered into between RGUKT/campuses and the vendor, as recorded in the contract form signed by the parties, including all attachments and appendices there to and all documents incorporated by reference therein.
12. **“Contract price”** means the price payable to the vendor under the contract for the full and proper performance of its contractual obligations;
13. **“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;
14. **“GCC”** means the general conditions of contract contained in this section.
15. **“SCC”** means the special conditions of contract if any.
16. **“RGUKT”** means the Rajiv Gandhi University of Knowledge Technologies, Andhra Pradesh.
17. **“Purchase/User’** means ultimate recipient of goods and services
18. **“Vendor or Bidder”** means the individual or firm supplying the goods and services under this contract.
19. **“Project site”**, where applicable, means the place(s) where goods/services are to be made available to user.
20. **Day”** means calendar day
21. **“Up time”** means the time periods where specified services with specified technical and service standards are available to user(s)
22. **“Down time”** means the time period when specified services with specified technical and service standards are not available to user(s)

Annexure-I

Bid letter form

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

To
The REGISTRAR(i/c) ,
RGUKT-A.P
Camp Office Address: RGUKT Nuzvid Campus, Nuzvid,
Krishna District, Andhra Pradesh, Pin: 521202.

Sir,

Having examined the bidding documents and amendments there on, we the undersigned, offer to provide services/execute the works including supply, delivery installation of hardware, firmware and software as the case may be, in conformity with the terms and conditions of the bidding document and amendments there on, for the following project in response to your tender call 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 estimated sum of Rs. (Total bid amount in words and figures) which may vary in options made by RGUKT, or its user organization.

If our bid is accepted, we undertake to;

1. Provide services/execute the work according to the time schedule specified in the bid document.
2. Obtain the performance guarantee of a bank in accordance with bid requirements for the due performance of the contract, and
3. Agree to abide by the bid conditions, including modifications/amendments issued 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.
4. 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.

Annexure-II Contract form

Ref No.: RGUKT-AP/e-Proc/SA/Laptops/ET01/2021, Date:17.06.2021

THIS AGREEMENT is made on _____ day of _____ -

BETWEEN

1. The Registrar, RGUKT,Rajiv Gandhi University of Knowledge Technologies located at xxxxxxxx, xxxxxxxxx District, Andhra Pradesh – xxxxx (“hereinafter "the RGUKT - xxxxxx")), one part

and
2. (Name of Vendor a company incorporated under the laws of India and having its registered office) at..... (City and Country of Vendor) (Hereinafter "the Vendor") of the other part:

WHEREAS the purchaser invited bid for certain goods and ancillary services viz., **Supply and Installation of _____ of supply at _____** and has accepted a bid by the Supplier for the supply of those 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 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. Bid document Ref No. _____ Dt. _____
- II. Amendments and Modifications issued, if any(Annexure V)
- III. Proposal of the Supplier on Closed Bid & Manual Reverse auction prices (Annexure IV)

- IV. Minutes of TCPC meeting held on _____ (Annexure III)
- V. Notification of award. (Annexure II)
- VI. This Contract Agreement and the Annexure attached to the Contract Agreement
- VII. Delivery locations (Annexure VII)

3. Order of Precedence

In the event of any ambiguity or conflict between the Contact 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.

5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision 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.

6.

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

S.No	Solution, service, or material	QTY	Unit Price	Total Price
1.				
2.				
3.				

5.2 TOTAL VALUE : _____

5.3 DELIVERY SCHEDULE : _____

5.4 WARRANTY : _____

5.5 SUPPLIER RESPONSIBILITY : _____

5.6 UP TIME % : _____

5.7 EXIT CLAUSE : _____

5.8 PAYMENT TERMS : _____

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

For and behalf of the Vendor

Signed: _____
In the capacity of _____, M/S. _____

In the presence of _____

For and behalf of the RGUKT

Signed: _____
In the capacity of Registrar, RGUKT - xxxx.

In the presence of _____

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

Annexure-III

Ref No.: RGUKT-AP/e-Proc/SA/Laptops/ET01/2021,

Date:17.06.2021

Bid Security (EMD) form

(To be issued by any Scheduled Bank/ Nationalized in India and having at least one branch in Nuzvid/Vijayawada/ Andhra Pradesh)

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 present that WE.....ofhaving our

Registered office at(hereinafter called the “Bank”) are bound unto the Rajiv Gandhi University of Knowledge Technologies, Andhra Pradesh.(hereinafter called “The RGUKT”) in the sum offor which payment well and truly to be made to the said RGUKT-A.P itself, its successors and assignees by these presents.

The conditions of these obligations 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 RGUKT during the period of bid validity
 - 1) Fails or refuses to execute the contract form if required; or
 - 2) Fails or refuses to furnish the performance security, in accordance with the bid requirement;

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

This guarantee will remain in force up to and including 120 days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Place:

Signature of the Bank

Date:

and seal.

Annexure-IV

Ref No.: RGUKT-AP/e-Proc/SA/Laptops/ET01/2021,

Date:17.06.2021

Performance Security form

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

To :.....(Address of RGUKT-A.P)

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 ground or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....(Date)

Place:

Date:

Signature of guarantors
and seal

Annexure-V

Manufacturer authorization.

The authorization may be in the nature of 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 manufacture to the following effect.

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

Note:

The letter of authority should be signed by a person competent and having the power of attorney to bind the manufacturer.

Annexure-VI

Form P-1

Bidder Information

1.	Name of the organization	
2.	Year of establishment	
3.	Registered Office Address	
4.	Phone No.	
5.	Fax No.	
6.	Email	
7.	Total No. of branch offices in Andhra Pradesh	
8.	Total support engineers at	
9.	Whether Manufacturer?	If yes provide relevant documents
10.	Whether authorized dealer/ Service Provider?	If Yes provide relevant documents
11.	Details of EMD furnished	
12.	Details of certificates enclosed	

Form P-2A

Turn over details of Item/product in 2018-19 & 2019-20

(Irrespective of brand/make)

S.No	Item Name	Nos. sold	Amount (Rs in Lakhs)

Form P-2B

Turn over details of Item/product in 2018-19 & 2019-20 (Brand offered)

S.No	Item Name	Nos. sold	Amount (Rs in Lakhs)

Form P-3

List of Major Customers

S.No	Customer Full address	Year of supply	Item Name	Turn over Under Form P-2A(No.s.)	Turn over Under Form P-2B(No.s.)

Form P-4
Details of service centers in Andhra Pradesh

S.No	Full Address of service center	Contact persons with phone No	No. of support engineers

FORM T-1

S.No	Item	Specification mentioned in the tender	Specification of proposed item	Specification Higher/Lower/ Equal	Remarks

Annexure-VII

FINANCIAL BID

Note: Bidder should quote all the columns in the financial bid otherwise the bid stands invalid.

Note 1: The final decision on the price is subject to the provisions of G.O.MS No. 79, Finance (HR.V-TER) Department, dated 25-8-2020 relating to reverse tendering.

Note 2: The successful bidder has to supply the items to the specific campus (Nuzvid, RK Valley, Srikakulam and Ongole), which will be informed to the successful bidder by the University either at time of agreement or at the time of delivery.

Form - F1

S.No	Particulars (with make & model for the following configuration)	Quantity (No's)	Unit Price Without Taxes (INR)	Taxes & Duties, etc. on Unit price	Site engineer cost	Total Unit Price (INR)	Total Price (Rs.)
A	B	C	D	E	F	G= D+E	H = G+F
1		10,000					

Form- F2

AMC Details		% of total cost
1	AMC % for 6 th Year	
2	AMC % for 7 th Year	

RGUKT will follow the AP State Governing norms relating to reverse tendering in vogue before awarding the contract.

Check List
Compliance /agreed/ enclosed / deviation statement

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

S.No	Bid document reference	Remarks (YES/NO)
1.	Processing Fee (Rs.1,00,000/-)	
2.	EMD (Rs.50,00,000/-)	
3.	Annexure-I: Bid letter form	
4.	Annexure-II: Contract form	
5.	Annexure-III: Bid Security (EMD) form	
6.	Annexure-IV: Performance Security form	
7.	Annexure-V: Manufacturer authorization	
8.	Delivery period	
9.	Form P-1	
10.	Form P-2A	
11.	Form P-2B	
12.	Form P-3	
13.	Form P-4	
14.	Power of Attorney	
15.	Certificate of Incorporation/ Registration,	
16.	Proof of Income Tax returns	
17.	Non Block list certificate	
18.	Certificates like ISO, Microsoft etc EPEAT Gold, Energy certified ISO27001 OHSAS 1800/ISO 45001:2018.	
19.	PAN No. of the company/Firm	
20.	GST Registration Certificate	
21.	Technical specification- Configuration-I	
22.	Details of proposed site engineers to be deployed should be furnished.	
23.	Form T-1	
24.	Form F-1	
25.	Form F- 2	
26.	General instruction to bidder	
27.	Standard procedure for bid evaluation	
28.	General condition of proposed contract(GCC)	
29.	Special condition of proposed contract(SCC)	
30.	Any other supporting documents, if any	

The specification 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 these statements.

Place:

Bidder signature

Date:

and seal

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