

COMPUTER (HW &SW) MANAGEMENT BRANCH
(HARDWARE UNIT)
ROOM NO.FB-149, PARLIAMENT LIBRARY BUILDING
NEW DELHI-110001
TENDER NO. 3/Comp.(HW)/2017

Tender Notice for procurement of All-in-one Desktop Computers and services of Resident Computer Hardware Engineer.

Sealed Tenders for procurement of All-in-one Desktop Computers and services of Resident Computer Hardware Engineer are invited under two Bid system, viz. Technical Bid and Financial Bid. The Tender Notice and Tender Document can be downloaded from the website of Lok Sabha i.e. www.loksabha.nic.in under link "Tenders". There is no fee for Tender Document. The important dates relating to above tender enquiry are as under:-

Date of Publishing of Tender Notice : 05.10.2017

Last date of submission of Bids : 25.10.2017

2. The Tenders, complete in all respects, should be submitted in sealed envelope addressed to the Additional Director (C&Q), Computer(HW&SW)Management Branch, Room No. FB-148, Parliament Library Building(PLB), Lok Sabha Secretariat, New Delhi -110001 and be **dropped in the Tender Box** placed in the **Reception Office, Parliament Library Building (Opp. Gurudwara Rakabganj) on or before 25.10.2017 upto 1700 hrs.**

LOK SABHA SECRETARIAT
Computer (HW&SW) Management Branch
(Hardware Unit)

Tender No. 3/Comp(HW)/2017

Dated: 05.10.2017

Tender Document

Lok Sabha Secretariat invites Advertised Tender Enquiry in two bid system for procurement and installation of All-in-One Desktop Computers and services of one Resident Computer Hardware Engineer.

2. Scope of work

Lok Sabha Secretariat intends to purchase All-in-One Desktop Computers alongwith softwares for the Verbatim Reporting Service of Lok Sabha Secretariat. The work of the Reporting Service is related to Verbatim recording of discussions held in Parliament as well as in various Committees. Thus, the work is of Urgent Nature. During the Session of Parliament which is usually held for 100-120 days in a year, the work is carried out upto late in the evening say upto 8 or 9 pm. The nature of the work requires immediate action. Therefore, the infrastructure for providing support services including computers are required to be kept in excellent condition and the defects need to be repaired immediately in case of malfunctioning. Considering the above scope of work, the bidder shall have to supply computers and provide warranty/maintenance services of high quality. The specification of the required item and quantity are mentioned hereinafter.

3. Quantity:-

Eighty All-in-One Desktop Computers are proposed to be procured by the Lok Sabha Secretariat. In case of additional requirement, a repeat order on the same terms & conditions may be issued by the Lok Sabha Secretariat (Purchaser).

4. Specifications:-

- (i) The specification of All-in-One Desktop Computer is given at **Annexure-I**.
- (ii) The quoted item shall be compatible to HP Printer bearing Model No.HPM630.
- (iii) All the Softwares shall be pre-installed.
- (iv) A bidder may quote All-in-One Desktop Computer of the Configuration/specifications as given in **Annexure-I**.

5. Certifications:-

The product quoted shall have following certifications:-

- (i) BIS Mark
- (ii) EPAT for over 85% energy efficiency.
- (iii) The OEM should figure in Gartner's /IDC(International Data Cooperation) Reports for All-in-One Desktop Computers.
- (iv) OEM should be authorised to sell pre-installed Windows 2010 and MS Office, 2016 by Microsoft Corporation. The authorisation of Microsoft Corporation shall be furnished by the bidder in **Part-B of Technical Bid**.
- (v) ISO 9001:2008 of OEM
- (vi) ISO 14001 Certification of OEM.

6. Quality of Goods & Standard:-

- (i) The goods to be supplied shall be of highest workmanship and quality, unused and shall be free from manufacturing defect. In case of manufacturing defect, the goods shall be replaced with a new one in seven working days.
- (ii) The goods shall have original packing of manufacturer.
- (iii) The first party after the supply of items, shall furnish a certificate from OEM to the effect that the goods supplied are as per specifications and standards given in the tender document and the bid document.
- (iv) The breach of the terms of the clause may result in forfeiture of Performance Security Deposit and blacklisting of suppliers for doing business with Lok Sabha Secretariat.

7. Warranty & Complaint Redressal:-

- (i) The product quoted shall have 5 years onsite warranty of OEM.
- (ii) The warranty period shall commence after lapse of 90 days from the date of receipt of items in this Secretariat.
- (iii) The warranty shall include items supplied, all specifications, parts & softwares included in the item or supplied with it.
- (iv) The complaint during warranty period shall be resolved within 6 hours of lodging the same. The duration of complaint shall be **on the basis of call to resolve basis**. During Session of Parliament, complaints lodged upto 3 pm shall be resolved the same day. During inter-session period complaints lodged upto 1 pm shall be resolved the same day and complaints lodged thereafter, shall be resolved by 2 pm the next working day. Besides, 24x7 online support to all the hardware and software items of the tender enquiry shall also be provided. The complaint shall be redressed by Level-1 Engineer.
- (v) The Engineer while making visit for complaint redressal shall carry spare parts and repair the computer immediately. No excuse like lodging the complaint or request for supply of spare parts to the OEM shall be entertained.
- (vi) The OEM shall make available direct & hassle free facility including dedicated telephone nos. for lodging the complaint. The OEM/bidder shall also make available the facility of Technical Account Manager (TAM) and furnish monthly report of the complaints lodged and action taken thereon.
- (vii) During Session period of Parliament, the complaint shall be attended upto 8 p.m. on working days of week i.e. from Monday to Friday. Further, in special circumstances the complaint shall also be resolved on holidays.
- (viii) In case of replacement of Hard Disk, the defective Hard Disk, for security reasons, will not be returned to the OEM/Bidder.
- (ix) The bidder shall ensure that the terms & conditions of warranty and complaint redressal are honored by their OEM. In case of default of the OEM, the penalty may be imposed on the bidder at the discretion of Lok Sabha Secretariat. In case of delay in complaint redressal, a penalty not exceeding Rs.500 per day per computer may be imposed on the bidder at the discretion of Lok Sabha Secretariat. The penalty, if not paid, may be recovered from the Performance Security Deposit

furnished or from any other dues payable by LSS.

8. Services of Engineer:-

- (i) The Bidder shall supply Services of 1 Computer Hardware Engineer on payment basis initially for 1 year. The term of the Service of Engineer may be extendable at the option of Lok Sabha Secretariat by 1 year on each occasion. The Services may be extendable upto 2 years.
- (ii) The Engineer shall have degree in B.Tech in computer science/ MCA/Equivalent and minimum 3 years experience in manufacture/maintenance/repair of computers. The Engineer shall also hold atleast diploma certificate in computer applications. Further, the engineer shall be certified by the OEM whose product is quoted to posses required qualification, experience and competence to handle the complaints.
- (iii) The bidder shall furnish the copies of the educational qualification of the Engineer & proof of experience in the Technical Bid.
- (iv) The Engineer shall be a person of integrity and good moral character. He shall observe the security regulations of Lok Sabha Secretariat. In case of leave or absence of Engineer from duty, the bidder shall provide a substitute. The Engineer shall be at disposal of Lok Sabha Secretariat and follow the discipline prescribed for the employees of Lok Sabha Secretariat including attendance, punctuality and job requirement.
- (v) The duty of Engineer shall include maintenance & repair of computers supplied in pursuance of present tender enquiry including preventive maintenance. The Engineer shall be responsible for providing support to both hardware & software of above computers.
- (vi) The normal working hours of the engineer shall be from 10AM to 6 PM on working days *i.e.* from Monday to Friday. However, during session of parliament and in special circumstances he will be required to work late till adjournment of parliament and on weekends and holidays.

9. Eligibility Criteria

- (i) The Bidder must have their Head office/Branch office in Delhi/NCR and must conform to norms of the Government pertaining to registration and taxation.
- (ii) The Bidder must have infrastructure for providing services for maintenance of computers. The detail of the same shall be furnished in Technical Bid, Part-A in the format given at **Annexure-II** of this tender document.
- (iii) There must be Service Centre of OEM in Delhi/NCR Region and in a radius of 30-40 kms. from the Lok Sabha Secretariat. The details of the same shall be furnished in Technical Bid, Part-A in the format given at **Annexure-II** of this tender document.
- (iv) The bidder must be Authorised by the OEM whose product is quoted for this tender enquiry. The Authorization of the OEM shall be furnished in original in the Proforma given at **Annexure - III** and furnished in **Part-B of Technical Bid (Annexure -VI)**.
- (v) Bidder must have minimum three year's experience of supply of Computers to Government Departments/PSUs/Autonomous organizations and should not have been blacklisted by any of them.

- (vi) The bidder must not be blacklisted by any Government Departments/PSUs/Autonomous organization. An Undertaking duly attested by Executive Magistrate/ notary public shall be furnished in Technical Bid Part-A in the format given at **Annexure - IV** of this tender document.
- (vii) The Bidder shall be capable to execute the order and must have experience of supplying the computers to Government Departments/PSUs/Autonomous organizations in similar quantity. **In this regard, copies of atleast two Purchase orders of Rs.25 Lakhs or above each for supply of Computers Hardware issued by Government Departments/PSUs/Autonomous organization during last preceding three financial years(2014-15, 2015-16 and 2016-17) with proof of the supply shall be furnished in Part-A Technical Bid.**
- (viii) Bidder must have minimum turnover of Rs.5 Crore during any three years **during last four preceding financial years (2013-14, 2014-15, 2015-16 and 2016-17) .** The Bidder should submit in this regard copy of Balance Sheet/Profit & Loss Account statement duly certified by the Chartered Accountant.
- (ix) The Bidder shall also fulfill the other eligibility criteria as mentioned in **Annexure – V** of this Tender Document.

10. Technical Bid

The Technical Bid shall comprise of two parts viz., Part - A and Part - B. Part - A of Technical Bid shall consist of documents pertaining to eligibility criteria as mentioned in **Annexure-V** of this Tender Document and other documents required to be furnished in accordance with this Tender document. In Part-B of Technical Bid, the specifications & model etc. quoted shall be furnished in the proforma given at **Annexure- VI** of this tender document. Both the bids shall be serially numbered, indexed and kept in separate envelopes superscribed as “Technical Bid - Part A” and “Technical Bid - Part B”. Both these envelopes shall be placed in a bigger envelope. The bigger envelope shall be superscribed as Technical Bid for procurement of All-in-One Desktop Computers.

11. Financial Bid

The Financial Bid shall be quoted in the proforma given at **Annexure VII, VIII & IX.** In the proforma given at **Annexure -VII,** rate of the All-in-One Desktop Computers shall be quoted. The monthly charges for the services of Resident Engineer shall be quoted in the proforma given at **Annexure- - VIII.** The combined financial bid for both the items *i.e.* All-in-one Desktop Computer and services of Engineer shall be quoted in proforma given at **Annexure - IX.** In this regard, the following points may also be noted:-

- (i) In the Financial Bid only prices/rate(s) and applicable taxes shall be quoted.
- (ii) The rate(s)/prices shall be quoted in Indian Rupees only (in words as well as in figures).
- (iii) The Financial Bid shall have break-up of price and applicable taxes as mentioned therein.
- (iv) The price shall be inclusive of packing/cartage etc.
- (v) The Bidder shall quote only one rate for each item.
- (vi) The rate quoted shall be final and no revision shall be allowed.

12. Bid Validity:-

- (i) The Bid shall remain valid for a period of 120 days from the last date of submission of Bid.
- (ii) The rate quoted must be valid for **SIX months** from the date of opening of Financial Bid and bidder shall be bound to supply, install & commission the additional requirement on the same rate and Terms & Conditions.

13. Submission of Bid

- (i) The Bid shall be legible, typed/printed and be in English only. All the pages of the Bid should be serially numbered, indexed and signed.
- (ii) The Bid prepared by the Bidder shall comprise of Technical Bid and Financial Bid.
- (iii) Bid may be submitted in the following manner:

(a) **Envelope No. 1-** Shall contain the **Earnest Money Deposit (EMD)/Bid Security**. The envelope must be superscribed as "EMD/Bid Security for procurement of All-in-One Desktop Computers".

(b) **Envelope No. 2-** Shall contain Technical Bid Part-A and Part-B. The envelope shall be super scribed as Technical Bid for procurement of All-in-One Desktop Computers.

(c) **Envelope No.3-** Shall contain Financial Bid. The envelope shall be super scribed as Financial Bid for procurement of All-in-One Desktop Computers.

(d) **Envelope No. 4-** Shall be a bigger envelope containing envelopes 1, 2 & 3 as mentioned above. The envelope shall be super scribed as Tender for procurement of All-in-One Desktop Computers.

All the envelopes must be sealed and super scribed as mentioned above. All the envelopes shall be addressed to **The Additional Director(C&Q), Computer (HW&SW)Management Branch, Room No. FB-148, Parliament Library Building(PLB), Lok Sabha Secretariat, New Delhi-110001. The Tender shall be dropped in the Tender Box placed in the Reception Office, Parliament Library Building (Opp. Gurudwara Rakabganj), New Delhi-110001 on or before the last date and time of submission of Tender, i.e. 25.10.2017 upto 1700 hrs.** If the last date happens to be a holiday, the same will be accepted on next working day as per above schedule. Tender(s) received after due date and time and sent by email, fax, telegram or any other method will not be accepted. Tender Document shall be uploaded on website of Lok Sabha (www.loksabha.nic.in).

All the envelopes shall also indicate the name and address of the Bidder enabling the Bid to be returned, if required.

14. Bid Security/Earnest Money Deposit (EMD)

- (i) An Earnest Money of **Rs.3 Lakhs** in the form of Account Payee Demand Draft/Fixed Deposit Receipt/Banker's Cheque/Bank Guarantee in favour of "Drawing & Disbursing Officer", Lok Sabha, New Delhi must be furnished in a separate envelope as stated in para **15(i)** above. Earnest Money will not be accepted in the form of Money Order/Cash. The Bid Security shall remain valid for a period of 45 days from the last date of **Bid Validity Period**.
- (ii) A Bid received without Earnest Money or with Earnest Money of lesser value will be out rightly rejected.
- (iii) The EMD may be forfeited in the following cases:-
 - (a) If a Bidder withdraws his/her bid during the period of Bid validity;

or

(b) In the case of finally selected Bidder, if the Bidder fails: -

(i) to furnish contract performance security in accordance with Tender;

or

(ii) if at any stage of the Tender process, the information or declaration furnished is found false;

or

(iii) if the Bidder fails to execute a contract as per terms and conditions of Tender Notice.

(iv) The Earnest Money is not required to be submitted by the Bidder who is registered with the Central Purchase Organization, National Small Industries Corporation(NSIC). In such case, a copy of valid Registration Certificate issued by DGS&D/NSIC (for the quoted product) shall be furnished in place of Bank Draft/Bank Guarantee, etc. as per para **15(i)** above.

(v) Bid securities of the unsuccessful bidders shall be returned to them on expiry of the bid validity or before the 30th day after the award of the contract whichever is earlier. **The EMD of finally selected Bidder will be discharged upon his/her signing the agreement for supply, installation, commissioning, warranty support etc. of goods which are subject matter of this tender and furnishing the Performance Security Deposit (PSD) before placing purchase order.**

15. Opening of Bid

- (i) **Envelope No.1 containing the Earnest Money/Bid Security/Registration certificate issued by DGS&D/NSIC** shall be opened by Pay & Accounts Officer of Lok Sabha on **27.10.2017** at **1500 hrs.** in the presence of DDO, Lok Sabha and the Bidders or their Authorized Representatives. The Representatives are required to bring photo identity cards issued by the Bidder and also a copy of the authorization as given in **Annexure- X. A copy of the authorization may also be sent to this Secretariat separately at least three working days before the opening of the Bid.** No query regarding Technical Bid/Bid Security shall be entertained after opening of Technical Bid.
- (ii) **The bid of the bidder whose EMD** is not in accordance with this tender document shall be summarily rejected and no further action shall be taken thereon.
- (iii) **Envelope No.2 containing the Technical Bid** shall then be opened on **27.10.2017** and serially numbered. Envelope containing Part A of the Technical Bid shall be opened first. After scrutiny of Part A of Technical Bid, a list of eligible bidders shall be prepared and **forwarded to the TEC.** Thereafter, Envelope containing Part B of Technical Bid of eligible bidders shall be opened. The date of opening of Part-B of Technical Bid will be intimated to the eligible bidders in due course.
- (iii) **Envelope No.3** containing the Financial Bids shall be opened only for technically qualified Bidders in the presence of P&AO, Lok Sabha, and the Bidders/their Authorized Representatives on a later date which would be intimated to technically qualified Bidders. Only summary of prices quoted by the Bidders will be read out.
- (iv) Lok Sabha Secretariat reserves the rights to reject quotations not conforming to the Tender Document.

16. Technical Evaluation Process

- (i) **Technical Bids consisting of Part-A and Part-B will be examined and evaluated by LSS and examine a duly constituted Technical Evaluation Committee (TEC) respectively.** Firstly, Part-A of Technical Bid will be examined by LSS. The bidder complying to the Eligibility Criteria given in the Tender Document will qualify for opening & evaluation of Part-B of Technical Bid. The date of opening of Part-B of Technical Bid will be notified to the eligible bidders. Thereafter, TEC will examine Part-B

of Technical Bid.

- (ii) The TEC may require the bidder to furnish clarifications on the items quoted and documents furnished. The TEC may also require the bidder to show the sample and do such other things which are necessary & expedient for proper technical evaluation.
- (iii) The TEC shall shortlist the bidders on the basis of technical parameters.
- (iv) Lok Sabha Secretariat reserves the right to amend/modify the evaluation procedure anytime in its overall interest.

17. Determination of Lowest Bidder and award of contract

(a) Determination of Lowest Bidder (L-1)

The Criteria for evaluation of Lowest Bidder shall be as under:

- (i) Lowest Bidder (L-1) will be the one whose quoted rate for All-in-One Desktop Computers & Services of the Resident Engineer for One year is lowest.
- (ii) Lok Sabha Secretariat reserves the right to select any of the Lowest Bidder in case of tie.
- (iii) Lok Sabha Secretariat also reserves the right to not to accept lowest bid if the price quoted is found to be unreasonable and not consistent with market price.

(b) Award of contract

After selection of Lowest Evaluated Bidder, contract for supply & installation of the items required along with services shall be awarded to the successful Lowest Evaluated Bidder. Such Lowest Evaluated Bidder shall have to execute an Agreement for the above purpose with Lok Sabha Secretariat within a period of 15 days of the issue of letter of acceptance on a stamp paper of Rs. 100/- (to be paid by Bidder) as per proforma to be provided by Lok Sabha Secretariat. **The Agreement shall include Terms & Conditions mentioned in this Tender Document.**

18. Price

- (i) The price quoted shall be reasonable and consistent with the specifications and quality of the items & services to be supplied.
- (ii) If the price falls due to reduction in cost or lowering of applicable taxes or otherwise between the date of submission of tender and date of supply of last installment of required goods, the benefit of reduced price shall be extended to Lok Sabha Secretariat.
- (iii) The price charged for the stores supplied under the tender by the bidder shall in no event exceed the lowest price at which the bidder sells the stores or offer to sell stores of identical description to any other person(s)/organization(s) in India including the purchaser or any department of the Central Government or any statutory bodies of the Central or a State Government or any autonomous organization of the Government, as the case may be, during the period of twelve months from the date of submission of bid.
- (iv) If during the period as mentioned at sub clause (iii) above, the bidder sells the goods, which is subject matter of this tender, below the price charged to Lok Sabha Secretariat then the benefit of such lower price shall also be extended to Lok Sabha Secretariat. If the bidder fails to do so, the difference of above prices shall be deducted from the Performance Security Deposit.

19. Fair Competition

- (i) The bidder shall not do any act which deprives Lok Sabha Secretariat of the benefit of fair competition among the bidders.
- (ii) The bidder shall not indulge on his own or in association with OEM or any person or firm or company or an organization in any unfair and restrictive trade practice including formation of cartel and collusive bidding.
- (iii) The bidder shall not, by unlawful means, influence or try to influence the decision making process of Lok Sabha Secretariat to his/her advantage or to the advantage of any other bidder in whom he/she is interested.
- (iv) The violation of terms and conditions of this clause may result in forfeiture of EMD or PSD and may also be liable for blacklisting for doing business with Lok Sabha Secretariat besides other legal action that may be taken by Lok Sabha Secretariat.

20. Performance Security Deposit (PSD)

Before signing of agreement for procurement and installation of All-in-One Desktop Computers & Services of Engineer and placing of Purchase Order, the successful Bidder shall have to furnish a Performance Security amounting to **5%** of total value of the contract (L1 price) in the form of Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial Bank, Bank Guarantee from a Commercial Bank in an acceptable form safeguarding the purchasers interest in all respects in favour of "Drawing & Disbursing Officer, Lok Sabha" payable at New Delhi. The Performance Security shall also be furnished by the Bidders registered with DGS&D and NSIC. The Performance Security will remain valid for a period of **sixty days** beyond the date of completion of all contractual obligation of the supplier including warranty obligation. The Bid Security shall be returned to the successful bidder on receipt of Performance Security. The format of bank guaranty is given at Annexure-XI of this tender document.

21. Delivery and Installation

- (i) The delivery of goods which is subject matter of present tender enquiry shall be delivered within 4-5 weeks of the signing of the agreement for the supply of the same.
- (ii) The goods shall be delivered free on board at premises of the Purchaser in good condition on working days during office hours. If the goods are brought after the above time, the receipt of delivery may be refused.
- (iii) The Purchaser shall have right to inspect the goods at the time of delivery by itself or by any agency nominated by it. The bidder shall extend all reasonable facilities for the inspection/testing of the goods at the premises of either purchaser or bidder/OEM at the discretion of the purchaser. If, it is found that the delivery is not as per terms of this agreement, the purchaser may refuse to take delivery of the same and shall be at liberty to take action as per this agreement.
- (iv) In case of delayed delivery upto 15 days, a penalty of an amount equal to 1% of the total value of the order will be imposed. Thereafter, a penalty at the rate of 2% of the value of the items upto 30 days will be imposed. Further, in case of delay of more than 30 days, the penalty shall exceed to 5% of total value of work/purchase order. Besides, the Agreement may be cancelled if the delay exceeds 30 days. The penalty shall be imposed at the discretion of the purchaser *i.e.* Lok Sabha Secretariat. The penalty, if not paid, shall be recovered from payment due to the bidder or PSD furnished.

- (v) Installation, Testing & Commissioning of items supplied shall be completed by the bidder within 30 days from the date of supply. In case of delay in installation, completion & commissioning, a penalty at the rate of 1% per month of the total value of order or the actual cost of billing or part thereof as the case may be shall be imposed by the purchaser at its discretion and if not paid shall be recovered from payment due to the bidder including PSD furnished.
- (vi) In the event of failure to supply whole or part of the work order or failure to complete the work as per terms of agreement, LSS is free to order the whole or part of the store/work to the L-2 or any other source at the risk and cost of L-1. In the event of non-supply by the L-1, the performance security or earnest money so deposited by the bidder shall be forfeited and other legal action may also be initiated. Further, the bidder will be blacklisted from participating in any tender with Lok Sabha Secretariat.
- (vii) The bidder shall have to install all the All-in-one Desktop Computers which is subject matter of this tender enquiry. The installation works shall include migration of existing data store of old desktop computers onto above All-in-one Desktop computers. The bidder shall also have to assist in loading of application software developed for reporting service. No payment shall be given for above installation and migration of existing data

22. Force Majeure

If at any time during the continuance of this Tender, the performance in whole or in part by either party of any obligation under this Tender shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as such acts) provided notice of happening of such event is given by one party to the other within 21 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate this Tender nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries and installation under the Tender shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Competent Authority as to whether the deliveries have been so resumed or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this Tender is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the Tender provided also that the purchaser shall be at liberty to take over from the Bidder at a price to be fixed by Competent Authority, which shall be final, all unused, undamaged and accepted material, bought out components and stores in course or manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit excepting such materials, bought out components and stores as the Bidder may with the concurrence of the purchaser elect to retain.

23. Other General Terms and Conditions

- (i) The individual signing the Tender Document or any other document forming part of the Tender on behalf of Proprietor/Company/Firm shall produce an authenticated copy of the resolution passed by the Company, or Power of Attorney duly executed in his favour stating that he has the authority to bind the Proprietor/Company/Firm in all matters pertaining to the Tender including the arbitration clauses and entering into Agreement. In case any person signs the Agreement on behalf of any Partnership Firm, he will produce the partnership deed to prove his authority to sign the tender document and agreement. A

letter of authority shall also be furnished in Part-A of technical bid in the format given at Annexure - X.

- (ii) The Bidder shall indemnify the Lok Sabha Secretariat against all damages/charges and expenses on account of the negligence of the Bidder/his servants or damages to the property of any member of the public or any person or in executing the work or otherwise.
- (iii) The decision of Lok Sabha Secretariat arrived during the various stages of the evaluation of the Bids will be final & binding on all bidders. Any representation towards these shall not be entertained by Lok Sabha Secretariat.
- (iv) In case, the bidder is found in-breach of any condition(s) of Tender or Supply Order, at any stage during the course of supply/installation/commissioning or warranty period, the legal action as per laws shall be taken.
- (v) Any additional condition other than mentioned in Tender Document will not be binding on Lok Sabha Secretariat.
- (vi) No deviations from terms and conditions of Tender will be accepted. Any violation thereof will lead to the rejection of the Bid.
- (vii) Upon verification, evaluation/assessment, if in case any information furnished by the bidder is found to be false/incorrect, their total Bid shall be summarily rejected and no correspondence on the same shall be entertained.
- (viii) Lok Sabha Secretariat will not be responsible for any misinterpretation or wrong assumption by the bidder, while responding to this Tender.
- (ix) Execution of the work and Entry/Exit of the worker/Engineers of the Bidder/OEM shall be subject to security norms of Lok Sabha Secretariat. Therefore, Bidder shall get done the Police Clearance Certificate(PCC) in respect of the engineer to be deputed by the firm for maintenance of computers.
- (x) The Lok Sabha Secretariat reserves the rights to terminate the Tender without assigning any reason thereof at any stage.

24. Payment

- (i) Detailed Invoice showing Sales Tax/VAT/GST, Registration Nos. etc. along with delivery challan shall TIN/PAN be submitted to this Secretariat for payment.
- (ii) Payment will be made only after installation of supplied items to the satisfaction purchaser.
- (iii) No advance payment will be made.
- (iv) All bills shall be raised in Indian Rupees and payments shall also be made in Indian Rupees.

25. Dispute Redressal

- (i) All disputes, differences and questions arising out of the Tender shall be referred to the sole Arbitrator appointed by the Secretary-General, Lok Sabha. All disputes shall be subject to jurisdiction of courts of Delhi only.
- (ii) The terms and conditions of this Tender Notice or Contract to be concluded with the successful Bidder shall be interpreted in accordance with Indian laws.

Annexure-I

Open Tender Enquiry for Procurement of All-in-one Desktop Computers
Advertisement No.3/Comp.(HW)/2017

Tender specification of All-in-one Desktop Computer

Sl. no.	Description	Specification
1	Processor	Intel(R) core i7 7th Generation, Quad Core 3.4 GHz- or above
2	Operating System	Microsoft(R) Windows ^(R) 10 Professional
3	Chipset	Intel(R) Q270 Chipset (Mother Board with MIC, Headphones & Line in facility) Jack in 3.5 mm
4	Chassis	All-In-One Model (CPU + Monitor in one Unit)
5	Memory	8GB, DDR4, 2400 Mhz with expandability upto 32 GB
6	Cache	8 MB Cache
7	Hard Drive	1TB, 7200 rpm Hard Disk Drive
8	Video	Integrated Intel(R) HD Graphics
9	Sound	Minimum 2 Watt in-built speaker
10	Monitor	Minimum 21.5"
11	DVD/CD-ROM	DVD RW
12	Keyboard	
13	Mouse-wired(optical)-Standard US Keyboard)-Heavy duty Key Board with 'Rs.' Symbol	
14	Network Card	Integrated Intel(R)PRO 10/1000 Ethernet
15	Software	Pre-installed MS Office professional 2016

Annexure-II

Open Tender Enquiry for Procurement of All-in-one Desktop Computers
Advertisement No.3/Comp.(HW)/2017

Support Infrastructure of OEM/Bidder

Sl.No.	Name of State/Region	Contact Details [such as Name, Addresses, Phones, e-mail addresses, website etc.]	Own/OEM Service Centre	Technical manpower details

Open Tender Enquiry for Procurement of All-in-one Desktop Computers
Advertisement No.3/Comp.(HW)/2017

To

Santosh Kumar,
Additional Director (C&Q),
Room No. FB-148,
Parliament Library Building (PLB),
Lok Sabha Secretariat,
New Delhi - 110001.

Sub: Authorization of OEM for supply, installation and commissioning of Desktop Computers and warranty support.

Sir,

I/We _____(OEM) having my/our registered office _____ (address of the OEM) am/are an established manufacturer of _____ (name of quoted items). I/we _____ (name of OEM) authorize _____(Name of the Bidder) to supply, install and provide warranty support on our quoted product for above mentioned Tender. I/we certify that above authorized partner meet the Tender eligibility requirement of this Tender defined for OEM"s authorized partners. I/we have also **entered into an agreement with our authorized partner** that they will supply and install the computers mentioned in the above tender enquiry and raise the bill on behalf of us. The warranty support shall be provided by us/our Authorised Partner.

2. Our full support is extended in All respects for supply, onsite warranty and maintenance of our products. I assure that the warranty support shall be provided as per terms and conditions of above tender enquiry.

3. In case of default in execution of this tender by our authorized bidder/partner viz.----- (name of the authorized bidder/partner), the ----- (OEM) shall own responsibilities for successful execution of contract/warranty/maintenance/service support through oneself/itself/ourself or through another authorized partner.

For _____(name of OEM)

(Signature of Authorized signatory)

Name & Designation: _____ Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by legal head or Marketing Head or CS of OEM or any other Authorised Signatory. This may be enclosed with the Bid. Any modification done to the above format will not be acceptable.

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**UNDERTAKING IN THE FORM OF AFFIDAVIT DULY ATTESTED BY EXECUTIVE
MAGISTRATE/NOTARY PUBLIC**

I/We undertake that : -

(i) the undersigned certifies that I/We have gone through the terms and conditions of the above Tender notice including services during warranty, complaint redressal and maintenance therefore and undertake to comply with the same. The rates quoted by myself/ourselves are valid for six months from the last date of opening of Financial Bid.

(ii) I/We _____ do hereby solemnly affirm and declare that the My/Our firm/ Company/ Business entity is not blacklisted by any Government Department/ Autonomous Organisation etc. or prosecuted by any court of law.

(iii) I/ We also confirm that in the event of my/our Tender being accepted, I/We hereby undertake to execute a contract and to furnish Performance Security in the form of Demand Draft/Fixed Deposit Receipt from a Commercial Bank/Bank Guarantee from a Commercial Bank in favour of "Drawing & Disbursing Officer, Lok Sabha" payable at New Delhi.

Dated:

Signature of Bidder/Authorised Signatory

(Rubber Seal)

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PROFORMA FOR PART – A OF TECHNICAL BID

1. Name of the Bidder:
2. Address of the Bidder:
3. Contact details of the Bidder:
 - (a) Telephone Nos. (with STD Code)
 - (b) FAX No. _____
 - (c) Mobile No. _____
 - (d) E-mail _____
 - (e) Website _____
4. Name of Proprietor/Partner/Authorized Signatory
5. Copy of Registration Certificate(in case of Registered Firm/Company)
6. (a) Copy of Sales Tax/VAT/TIN Registration Certificate/GST/Service Tax registration certificate.
(b) PAN of Income Tax Department.
7. Copies of ITR for the last three consecutive financial Years i.e. 2014-15, 2015-16 & 2016-17.
8. The bidder must furnish copies of Balance Sheet/Profit and Loss Account showing annual turnover of Rs.5 Crore and above duly certified by Chartered Accountant for any three years during last four preceding financial years i.e. 2013-14, 2014-15, 2015-16 and 2016-17. The figure of annual turnover should be highlighted.
9. If the person quoting the bid and signing the tender document is not authorized signatory of the bidder then an authorization in the format given in **Annexure - X** must be attached in the tender document.
10. The bidder must attach copies of at least two Purchase orders of Rs.25 Lakhs or above each for supply of Computers Hardware issued by Government Departments/PSUs/Autonomous organization during last preceding three financial years i.e 2014-15, 2015-16 and 2016-17 with proof of the supply.
11. An Undertaking regarding non-blacklisting of the bidder by any Government Departments/PSUs/Autonomous organization duly attested by Executive Magistrate/Notary Public must be furnished by the bidder in the tender document in the format given in **Annexure IV**. Bids without above undertaking may not be considered.

12. The Bidder must submit details of his/her own/OEM Service Centre in Delhi/NCR Region in the format given in **Annexure-II**.

13. The bidder must attach the copies of Educational Qualifications and Experience Certificate of the Engineer in accordance with Clause - 8 of this Tender Document.

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Proforma for quoting Part-B of Technical Bid

(1) Specification:-

Sl. no.	Description	Specification required	Specification quoted with Make and Model	Deviation, in any	Whether deviation is on higher side or lower side to the required specification (write higher/lower).
1	Processor	Intel(R) core i7 7th Generation, Quad Core 3.4 GHz-or above			
2	Operating System	Microsoft(R) Windows ^(R) 10 Professional			
3	Chipset	Intel(R) Q270 Chipset (Mother Board with MIC, Headphones & Line in facility) Jack in 3.5 mm			
4	Chassis	All-In-One Model (CPU + Monitor in one Unit)			
5	Memory	8GB, DDR4, 2400 Mhz with expandability upto 32 GB			
6	Cache	8 MB Cache			
7	Hard Drive	1TB, 7200 rpm Hard Disk Drive			
8	Video	Integrated Intel(R) HD Graphics			
9	Sound	Minimum 2 Watt in-built speaker			
10	Monitor	Minimum 21.5"			

11	DVD/CD-ROM	DVD RW			
12	Keyboard				
13	Mouse-wired(optical)-Standard US Keyboard)-Heavy duty Key Board with 'Rs.' Symbol				
14	Network Card	Integrated Intel(R)PRO 10/1000 Ethernet			
15	Software	Pre-installed MS Office Professional 2016			

A Bidder may quote higher specifications.

The bidder/firm may also ensure that :-

2. bidder should be an ISO:9001:2008 or latest Certified Company/Firm. A copy of such certification shall be attached in the tender document.
3. The bidder should ensure that the OEM- manufacturing the quoted product must be an ISO:9001:2008 and ISO 14001 or latest certified OEM. A copy of such certification of OEM shall be attached.
4. Authorization of the OEM(s) in original for the products quoted in the format given in **Annexure - III** in the tender document is attached.
5. Authorization of Microsoft corporation to sell pre installed windows 10 Professional & MS Office Professional 2016 software's are attached.

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Proforma for quoting financial Bid

Sl.No.	Item	Make and Model No.	Unit Price (in Rs.)	VAT/GST per Unit (in Rs.)	Total Unit Price (in Rs.)	Quantity	Total Price (in Rs.)
	All-in-one Desktop Computer						

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**Proforma for quoting Financial Bid for services of One Resident Computer
Hardware Engineer for one year**

Sl. no.	Description	Educational qualification	Experience	Charges per Month	Service Tax/GST per Month	Duration (in months)	Total Charges (in Rs.)
1.	Resident Computer Hardware Engineer						

Open Tender Enquiry for Procurement of All-in-one Desktop Computers
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**Proforma for combined Financial Bid both All-in-One Desktop Computers
and Services of one Resident Computer Hardware Engineer**

Sl. no.	Item	Total Bid Value (in Rs.)
1.	Annexure- VII	
2.	Annexure- VIII	
	Grand Total (in Rs.)	

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To

Santosh Kumar,
Additional Director (C&Q),
Room No. FB-148,
Parliament Library Building (PLB),
Lok Sabha Secretariat,
New Delhi - 110001.

Sub: Authorization of bidder for quoting the Bids.

Shri/Smt./Ms..... has authorised by(Name of the Bidder) to quote the bid and sign the tender document for the above tender enquiry on behalf of(Name of the Bidder) and to represent(Name of the Bidder) in respect of above tender.(Name of the Bidder) shall be responsible for All acts and omissions of the above representatives in respect of this tender. The specimen signature of the representatives is given below.

Specimen Signature of bidder
or
Authorised Signatory (With Seal)

Signature of bidder
or Authorised Signatory
(With Seal)

* to be furnished if the bid is quoted and signed by a person who is not the authorised signatory.