



**BUREAU OF INDIAN STANDARDS**

**Manak Bhawan  
9- Bahadur Shah Zafar Marg  
NEW DELHI-110 002**

# **TENDER ENQUIRY**

**To enter into a rate contract for supply of laptops**

**Advertised Tender Enquiry No. : ITS/11:2/01/2018**

**BUREAU OF INDIAN STANDARDS**  
**MANAK BHAWAN, NEW DELHI-110 002**

**NOTICE INVITING BIDS (NIB)**

Advertised Tender Enquiry No : ITS/11:2/01/2018

Online bids are invited in two bid system (Techno-Commercial Bid and Financial Bid) from reputed, eligible and qualified firms/manufacturer for supply of following Goods:

S. No.	Brief Description of Goods	Amount of Bid Security/EMD (in Rs.)
1.	Laptops	4,00,000/-

**CRITICAL DATE SHEET**

Published Date & Time	17-11-2018 at 09 00 hr
Bid Document Download/Sale Start Date	17-11-2018 at 09 00 hr
Seek Clarification Start Date	17-11-2018 at 09 00 hr
Seek Clarification End Date	21-11-2018 at 18 00 hr
Bid Submission Start Date & Time	24-11-2018 at 09 00 hr
Bid Submission End Date & Time	30-11-2018 at 18 00 hr
Bid Opening Date & Time	03-12-2018 at 11 00 hr

**Instructions:**

1. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>
2. The Bidder shall download the Tender Document directly from the website <https://eprocure.gov.in/eprocure/app> and shall not tamper/modify it including the downloaded Price Bid template in any manner. In case if the same is found to be tempered/modified in any manner, Tender/Bid will be summarily rejected and EMD would be forfeited.
3. The complete bidding process is online. Bidders should be in possession of a valid class III Digital Signature Certificate (DSC) for online submission of bids. Prior to bidding, DSC need to be registered on the website mentioned above.
4. Bidders are advised to follow the instructions provided in the "Instructions for Online Bid

Submission” in Para No. 10 of Schedule 1 of Tender Enquiry Document.

5. Bidders are advised to visit this website regularly to keep themselves updated, for any changes/ modifications in the Tender Enquiry Document.
6. Intending bidder are advised to visit CPPP website <https://eprocure.gov.in/eprocure/app> regularly till closing date of submission of bid for any corrigendum.
7. The documents to be submitted in the bid may be scanned with 100 dpi with black and white option which helps in fast uploading.
8. The EMD/Bid Security shall be deposited through Bank Guarantee/Demand Draft/FDR drawn in favour of the **Bureau of Indian Standards, New Delhi**. The original Earnest Money/Bid Security must be delivered to **IT Services Department, BIS, New Delhi-110002** till bid opening date and time as mentioned in “Critical Date Sheet” failing which the bid shall be summarily rejected.

## TENDER ENQUIRY DOCUMENT

### **SCHEDULE – 1: BIDDING PROCESS AND BID SUBMISSION**

1. Online bids are invited in two bid system (Techno-Commercial Bid and Financial Bid) from reputed, eligible and qualified firms/manufacturer by the Bureau of Indian Standards (BIS), from eligible Bidders for supply of Laptops as specified in the **Schedule-3**.
2. The Bidder shall bear all costs associated with the preparation and submission of its Bid. The Bureau shall, in no case, be responsible or liable for these costs, regardless of the conduct or the outcome of the Bidding process.
3. **LANGUAGE OF BID/CONTRACT:** The language of the bid shall be in English/Hindi and all correspondence, etc. shall conform to the English/Hindi Language.
4. **PRE-BID MEETING:** A Pre-bid meeting of all intending Bidders will be held at the scheduled date and time indicated in the **Critical Date Sheet**.
5. **MODE OF SEEKING CLARIFICATION:** A bidder requiring any clarification or elucidation on any issue of the Tender Enquiry Document may take up the same with the BUREAU through CPP Portal and e-mail (E-Mail ID: its@bis.gov.in) only. The BUREAU will respond through CPP Portal or through e-mail to such request provided the same is received within the time schedule mentioned in “Critical Date Sheet”.
6. **CORRIGENDUM TO TENDER ENQUIRY DOCUMENT**
  - a) At any time prior to the deadline for submission of bids, the BUREAU may, for any reason deemed fit by it, modify the Tender Enquiry Document by issuing suitable Corrigendum to it.
  - b) Corrigendum will be notified through <https://eprocure.gov.in/eprocure/app> only.
  - c) In order to provide reasonable time to the prospective bidders to take necessary action in preparing their bids as per the amendment, the BUREAU may, at its discretion extend the deadline appropriately for the submission of bids and other allied time frames, which are linked with that deadline.
7. **VALIDITY OF BIDS:** The Bids will be valid for a period Indicated in **Schedule-4** from the date of its opening.
8. **EARNEST MONEY/ BID SECURITY:**
  - a) The Bidder shall deposit with the Bureau a sum indicated in the **Schedule-4**, as an interest free Earnest Money Deposit (EMD). The Earnest Money shall be deposited in the form of Demand Draft/Fixed Deposit Receipt/Banker’s Cheque/Pay Order in favour of Bureau of Indian Standards, or a Bank Guarantee as per format indicated in **Annexure-1** of Schedule -7.
  - b) Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or one registered with the

central purchase organization or the concerned Ministry or Department are exempted from EMD/ Bid Security. A valid certificate for the same is required to be uploaded.

- c) The EMD/bid security shall remain valid for a period of forty-five days beyond the final bid validity period.
- d) The failure or omission to deposit the Earnest Money shall disqualify the Bid and the Bureau shall exclude from its consideration such disqualified Bid(s).
- e) Bidder shall not revoke his Bid or vary its terms and conditions without the consent of the Bureau during the validity period of the Bid. If the bidder revokes the bid or varies its terms or conditions, the Earnest Money deposited by it shall stand forfeited to the Bureau without prejudice to its other rights and remedies and the Bidder shall be disentitled to submit a Bid to the Bureau for supply of goods during the next twenty-four (24) months effective from the date of such revocation.
- f) If the successful Bidder does not pay the Performance Security in the prescribed time limit or fails to sign the agreement bond, its Earnest Money Deposit will be forfeited by the Bureau.
- g) The Earnest Money of unsuccessful Bidder shall be refunded after the successful Bidder furnishes the required Performance Security to the Bureau and signs the contract or within thirty (30) days of the expiry of validity period of Bids, whichever is earlier.

**9. ELIGIBLE BIDDERS:** Only those Bidders, who fulfill the eligibility criteria as mentioned in the **Schedule-4**, are eligible to submit their Bids for supply of Laptops.

**10. INSTRUCTIONS FOR ONLINE BID SUBMISSION:** The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

#### **I. REGISTRATION ON CPP PORTAL:**

- a) Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrolment**” on the CPP Portal which is free of charge.
- b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

- e) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- f) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

## **II. SEARCHING FOR TENDER ENQUIRY DOCUMENT**

- a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

## **III. PREPARATION OF BIDS**

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender advertisement and the Tender Enquiry Document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c) Bidder, in advance, should get ready the documents/BoQ to be uploaded as indicated in the Tender Enquiry Document and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Scanned documents to be uploaded may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document and resulting in fast uploading. It is the responsibility of the bidder to ensure that uploaded scanned documents are legible.
- d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### **IV. SUBMISSION OF BIDS**

- a)** Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b)** The bidder has to digitally sign and upload the required bid documents one by one as indicated in the Tender Enquiry document.
- c)** Bidder has to select the payment option as “offline” to pay the Bid Security/ EMD as applicable and enter details of the instrument.
- d)** Bidder should prepare the Bid Security/EMD as per the instructions specified in the Tender Enquiry Document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the Tender Enquiry Document. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- e)** Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- f)** The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- g)** All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using Bureaus/bid openers’ public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- h)** The uploaded Tender/Bid shall become readable only after the tender opening by the authorized bid openers.
- i)** Upon the successful and timely submission of bids (i.e., after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- j)** The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

## 11. ASSISTANCE TO BIDDERS

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

**12. OPENING OF BID:** E- Bids will be opened after due time and date and the bidders may check the status etc. on CPP Portal.

**13. DOCUMENTS COMPRISING THE BID:** The **Two Bid System**, i.e. “Techno – Commercial Bid” and “Price Bid” prepared by the bidder shall comprise the following:

### A) Techno – Commercial Bid (Un-priced Bid)

- (a) Scanned copy of the Tender acceptance letter (**Annexure-4**) duly signed by the authorised signatory of the bidder.
- (b) Scanned Copy EMD/Bid Security or valid certificate of exemption issued by the Central Purchase Organization, National Small Industries Corporation (NSIC) or the concerned Ministry or Department;
- (c) Scanned copies of GST Registration Certificate and PAN.
- (d) Scanned copy of certificate of grant of BIS Registration for the product offered.
- (e) Scanned copy of certificate from Chartered Accountant/Cost Accountant clearly stating the turnover from sale of IT products and services within India during each of financial years 2015-16, 2016-17 and 2017-18. Provisional (un-audited) balance sheet may be uploaded for the year 2017-18.
- (f) Details of **SUPPORT INFRASTRUCTURE AVAILABLE** as per **Annexure- 6**
- (g) Certificate of Incorporation.
- (h) Laptop details as per **Annexure-5** duly signed by the authorized signatory.
- (i) A declaration regarding black-listing and/ or litigations (**Annexure-3**).  
  
Scanned Copies of following documents, wherever applicable may be uploaded under “Other Important Documents”:
- (j) Authorization Letter from OEM for participating in this Tender from the authorized partner/dealer/dealer.
- (k) Scanned copy of make and model and complete technical details should be provided in the form of brochures and write ups.
- (l) List of important installation sites and other document which the bidder may feel necessary in support of their product.
- (m) Scanned copy of duly filled and signed **Annexure-7**, if applicable.



(n) Scanned copy of duly filled and signed **Annexure-8**.

(o) Scanned copy of duly filled and signed **Annexure-10**, if applicable.

#### **B) Price Bid:**

Price Schedule(s) as per BoQ format filled up with all the details including Make, Model etc. of the goods offered to be uploaded.

#### **Schedule of price bid in the form of BOQ\_PriceBid .xls**

The price bid format is provided as BoQ\_PriceBid.xls along with this Tender Enquiry Document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ\_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. **Bidder shall not tamper/modify downloaded price bid template in any manner.** In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and tenderer is liable to be banned from doing business with the Bureau.

The authorized signatory of the bidder must digitally sign the bid. Bid sent by fax/email shall be ignored.

**14. CORRUPT OR FRAUDULENT PRACTICES:** The Bureau requires that the Bidders under this Bid observe the highest standards of ethics during the procurement and execution of such Contracts. Accordingly, the Bureau defines the terms set forth as follows:

- a) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; and
- b) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to the detriment of the Bureau, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Contract Prices at artificial non-competitive levels and to deprive the Bureau of the benefits of the free and open competition.
- c) The Bureau shall reject a proposal for award, if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question; The Bureau shall deem a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at anytime determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

#### **15. CODE OF INTEGRITY**

The bidder shall furnish a declaration for abiding by the Code of Integrity in public procurement as per the format given at **Annexure- 8**. The bidder shall enter into an integrity pact with the Bureau. The contents of the pact are mentioned at **Annexure-9**.

## 16. SCRUTINY AND EVALUATION OF BIDS

a) **Basic Principle:** Bids will be evaluated on the basis of the terms & conditions already incorporated in the tender, based on which bids have been received and the terms, conditions etc. mentioned by the bidders in their bids. No new condition will be brought in while scrutinizing and evaluating the bids.

### b) Scrutiny of Bids

- i) The Bureau will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required Bid Securities have been furnished and whether the Bids are generally in order.
- ii) The Bureau's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- iii) The Bids will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the Tender Enquiry Document. The bids, which do not meet the basic requirements, are liable to be treated as non-responsive and will be rejected.

### c) Criteria for Technical Evaluation of bids

- i) The criteria defined in Para 1 of **Schedule 4** of this tender would be followed for evaluation of technical bids.
- ii) Bidder shall furnish a compliance statement (Point-wise) of specifications & features of offered equipment (**Annexure-5**) with the technical bid. Bids with deviations on lower side of specifications will be considered as technically not qualified.

### d) Criteria for evaluation of Financial Bids

Financial bids of only technically qualified bidders shall be opened on the specified date and time. The bidder who quotes the lowest unit rate will be the L1 bidder.

The relevant rules, guidelines issued by Government of India including DIPP order No. P-45021/2/2017-B.E-II – 'Public Procurement (Preference to Make in India), Order 2017' dated 15 June 2017, 'Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012' dated 23 March 2013 issued by Ministry of Micro, Small and Medium Enterprises (MoMSME) and Notification No.-F.No.33(1)/2017-IPHW dated 14 September 2017 issued by Ministry of Electronics and Information Technology will be taken into consideration for award of contract. Eligible bidders shall furnish a declaration as per **Annexure-10**.

## 17. ACCEPTANCE OF BID

Acceptance of Bid shall be done by the Competent Authority of the Bureau. The Bureau is not bound to accept the lowest or any Bid. The Bureau reserves the right to reject any or all Bids received without assigning any reason whatsoever. The acceptance of Bid will be communicated to the successful Bidder in writing by the authorized officer of the Bureau.

## 18. CONFIDENTIALITY

Information relating to the examination, evaluation and comparison of Bids and the award of a Contract shall not be disclosed to Bidders or any other person not officially concerned with such process until the award to the successful Bidder has been announced.

## 19. PERFORMANCE SECURITY

To ensure due performance of the contract, an interest-free Performance Security, for an amount as indicated in **Schedule-4**, will be obtained from the successful bidder awarded the contract, irrespective of its registration status, etc. Performance Security will be furnished in the form of an Account payee Demand Draft in favour of 'Bureau of Indian Standards' payable at 'New Delhi' or a Bank Guarantee as per format indicated in **Annexure-1**.

## 20. EXECUTION OF CONTRACT DOCUMENT

- a) The successful Bidder after deposit of Performance Security, is required to execute an Agreement in duplicate in the form attached with the Bid Documents on a stamp paper of proper value to be purchased in New Delhi. The proper value at present is Rs.100.00. The Agreement should be signed within 7 (seven) days from the date of the deposit of Performance Security. The Contract will be governed by the Agreement, the Conditions of the Contract (CoC) and other documents as specified in the CoC.
- b) It shall be incumbent on the successful Bidder to pay stamp duty, legal and statutory charges for the Agreement, as applicable on the date of the execution.

## 21. RIGHTS OF THE BUREAU

- a) The Bureau reserves the right to suitably increase/reduce the scope of work put to this Bid. The right to split up the supply of the Goods in two or more parts is reserved by the Bureau and also the right to award contract to more than one agency is reserved. The Contractor will supply the Goods at the places specified by the Authorized Demanding Officer as per **Clause -5** of Schedule-3.
- b) In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the conditions of the Contract, interpretation of the clauses by the Bureau shall be final and binding on all Parties.

## 22. NOTICE TO FORM PART OF CONTRACT

Tender Notice and these instructions shall form part of the Contract.

## SCHEDULE – 2: CONDITIONS OF CONTRACT

### 1. DEFINITIONS:

- a) **‘Contractor’** shall mean firm or company whether incorporated or not, undertaking the Contract and shall include legal representatives of such individual or persons composing such firm or unincorporated company or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company.
- b) **‘Goods’** shall mean the items to be supplied to the Bureau by the Contractor as stated in the Contract and shall include installation and other services that are prescribed in the Tender document.
- c) **‘Contract’** shall mean and include the Tender Notice, instructions to bidders, terms and conditions of contract, Letter of Acceptance, the Offer, the Agreement and mutually accepted conditions in the authorized correspondence exchanged with the bidder by the Bureau and any other document forming part of the contract.
- d) **‘Contract Amount’** shall mean the sum quoted by the Contractor in his bid and accepted by the Bureau.
- e) **‘Competent Authority’** shall mean any officer authorized by the Bureau to act on behalf of the Bureau under this contract.
- f) **‘Government’** shall mean the Central Government.
- g) **‘Bureau’** shall mean Bureau of Indian Standards established under the Bureau of Indian Standards Act, 1986.
- h) **‘Director General’** shall mean the Director General of the Bureau, for the time being holding that office and also his successor and shall include any officer authorized by him.
- i) **‘Approved’** shall mean approved in writing including subsequent confirmation of previous verbal approval and “Approval” shall mean approval in writing including as aforesaid.
- j) **‘Specification’** means the specification referred to in the tender. In case where no particular specification is given, the relevant specification of the Bureau, where one exists, shall apply.
- k) **‘Tender’** means formal invitation by the Bureau to the prospective bidders to offer fixed price for supply of Goods.
- l) **‘Bid’** means the Contractor’s priced offer to the Bureau for the supply of the Goods at the specified places and remedying of any defects therein in accordance with the provision of the Contract, the installation and services as accepted by the Letter of Acceptance.

- m) **'Letter of Acceptance'** means the formal acceptance by the Bureau.
- n) **'Commencement Date'** means the date upon which the Contractor receives the notice to commence the supply of Laptops at specified places.
- o) **'Time for Completion'** means the time for completing the supply and passing the Tests of the Laptops or any part thereof as stated in the Contract calculated from the Commencement Date.
- p) **'Annexure'** referred to in these conditions shall means the relevant annexure appended to the Tender Document and the Contract.

## 2. PARTIES TO THE CONTRACT:

The parties to the contract shall be the Contractor, whose offer is accepted by the Bureau; and the Bureau.

The person signing the offer or any other document forming the part of Contract on behalf of other persons of a firm shall be deemed to have due authority to bind such person/s or the firm as the case may be, in all matters pertaining to the Contract. If it is found that the person concerned has no such authority, the Bureau may, without prejudice to any other Civil/Criminal remedies, terminate the Contract and hold the signatory and / or the firm liable for all costs and damages for such termination.

## 3. PERFORMANCE SECURITY

To ensure due performance of the contract, an interest-free Performance Security, for an amount of **Rs. 8,00,000 (Rupees Eight Lakhs)** has to be deposited by the successful bidder in the form of an Account payee Demand Draft in favour of 'Bureau of Indian Standards' payable at 'New Delhi' or a Bank Guarantee as per format indicated in **Annexure-1** within 15 days from the date of award of contract.

Performance Security will remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.

Any amount due/recoverable from the Contractor under the terms of this Contract or any other account, may be deducted from the amount of Security Deposit. In case, the amount of Security Deposit is reduced by reason of any such deduction, the Contractor shall, within fifteen (15) days of receipt of notice of demand from the Bureau, make good the deficit. In case, security is deposited by way of bank guarantee by the Contractor, then any penalty for damages liquidated or unliquidated or for any breach or failure or determination of Contract, not previously paid to the Bureau, shall immediately on demand be paid by the said bankers to Bureau under and in terms of the said guarantee.

If during the term of this Contract, the Contractor is in default of the due and faithful performance of its obligations under this Contract, or any other outstanding dues by the way of fines, penalties and recovery of any other amounts due from the Contractor, the Bureau shall, without prejudice to its other rights and remedies hereunder or at the Applicable Law, be entitled to call in, retain and appropriate the Performance Security.

Nothing herein mentioned shall debar the Bureau from recovering from Contractor by a suit or any other means any such losses, damages, costs, charges and expenses as aforesaid, in case the same shall exceed the amount of the Performance Security.

The Performance Security shall be retained until all disputes, if any, between both the parties have been settled to the entire satisfaction of the Bureau. The Performance Security shall be returned to the Contractor by the Bureau within sixty days following the Completion Date or Termination Date of this Contract provided that there are no outstanding claims of the Bureau on the Contractor.

#### **4. CONTRACT DOCUMENTS:**

The several Contract documents forming the Contract shall be taken as mutually explained to one party by the other, but in case of ambiguities or discrepancies the same shall be explained and harmonized by the Competent Authority of the Bureau who shall issue to the Contractor necessary instruction thereon and in such event unless otherwise provided in the Contract the priority of the documents forming the contract shall be as follows:

- a) The Agreement
- b) Minutes of pre-bid meetings, clarifications
- c) The Conditions of Contract
- d) Tender Notice and Tender Document
- e) Letter of Acceptance.
- f) Any other correspondence exchanged between the parties in connection with the contract.
- g) The Contractor's Offer.

#### **5. VALIDITY OF THE RATE CONTRACT**

The Rate Contract shall be valid for a period of one year from the date of signing of Contract.

#### **6. TRANSPORTATION:**

The Laptops shall be delivered at locations indicated in **SCHEDULE-3** and shall include loading, unloading and transportation. The cost of transportation shall be borne by the Contractor. The Laptops damaged during transportation will have to be replaced by the Contractor at his own cost.

#### **7. INSPECTION**

The supplier shall provide an inspection report/ certificate that the material conform to all specification contained in the Contract.

The Competent Authority shall be entitled at any time to inspect and examine any Goods intended to be supplied either at the factory, godown or at any place(s) where these are laying or from which these are being obtained and the Contractor shall give such facilities as may be required for such inspection and examination.

The Competent Authority shall have full powers to require removal of any or all of the Goods supplied by the Contractor which are not in accordance with the contract specifications or which do not conform in character or quality to the samples approved by the Bureau. In case of default on the part of the Contractor in removing the rejected materials, the Competent

Authority of the Bureau shall be at liberty to have them removed by other means. The Competent Authority shall have full powers to procure other proper materials to be substituted for rejected materials and in the event of the Contractor refusing to comply, he may cause the same to be supplied by other means. All costs, which may attend upon such removal and/or substitution, shall be borne by the Contractor.

## **8. IMPOSITION OF FINES / PENALTY**

The Contractor shall be liable for the penalties for deficiency in the Goods/ services as indicated in **SCHEDULE-3**.

## **9. PAYMENTS TERMS**

- a) The payment towards the Goods will be made by the Bureau directly to the Contractor only upon submission of bill along with all completed documents. An invoice will contain details of Goods ordered under one purchase order only. Bill/invoice shall not be combined for more than one purchase order. The payment of bills and other claims arising out of the contract will be credited directly in Bank Account of the Contractor.
- b) The vendor will deliver the items at designated locations as per the purchase order and install the specified software in the laptops so delivered. He will obtain signature of the concerned nodal officer, with date and stamp, on Delivery Proof (s).
- c) The vendor will submit a copy of Proof of Delivery along with the bill duly signed by the user, with his name, date of delivery, designation and office seal, legibly recorded, to the BIS Headquarters, New Delhi.
- d) The payment will be subject to the provisions of the Income Tax Act,1961 i.e., Tax will be deducted at source with cess/surcharge, at the prevailing rates, from the gross amount of each bill submitted. Further all payments to agency will be made subject to deduction of applicable penalty.
- e) Payment will be released within one month from the date of receipt bills at BIS Headquarters.
- f) The Bureau reserves the rights to retain and set off against any sum which may be from time to time due to the Contractor under any claim, which the Bureau may have under this or any other Contract/Agreement.

## **10. INDEMNITY**

The Contractor shall indemnify and keep indemnified the Bureau against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the Contract and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto under the provisions of various labour laws as amended from time to time.

The Contractor shall indemnify, protect and save the Bureau against all claims, losses, costs damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements.

## **11. ELIGIBILITY FOR CLAIMING BENEFITS UNDER PMA**

The contractor eligible for claiming benefits under Preferential Market Access (PMA) as per Government guidelines, shall continue to remain so during the period of contract. In case there is a change in the status, the same shall be brought to the notice of the Bureau immediately.

## **12. TERMINATION / SUSPENSION OF CONTRACT**

The Bureau shall be at liberty at any time to suspend temporarily this Contract on giving 24 hours notice in writing the Contractor for breach of any of the terms and conditions of this Contract for poor quality of the Goods, insufficient service or misconduct of the Contractor as to which the decision of the Bureau shall be final and the Contractor shall not be entitled to any change or compensation by reason thereof.

An event of default on the part of the Contractor, which results from the Contractor being unable to fulfill its Service obligations under the Contract, shall be deemed as a serious default, and is said to have occurred due to any of the following causes:

- a) In the opinion of the Bureau, the Contractor has repudiated the Contract.
- b) Without reasonable excuse has failed to commence supply of Goods or Services in accordance with this Contract, or failed to complete the supply the Goods or provide Services within the time stipulated for completion;
- c) Despite previous warning from the Bureau, in writing, or otherwise persistently or flagrantly neglecting to comply with any of its obligations under the Contract;
- d) Serious discrepancy in the quality of the Goods is noticed during the inspection.
- e) Delays in delivery and installation beyond a period of 30 days from the scheduled date of delivery / Installation.
- f) If the Contractor is in breach of any law or statute governing the supply of Goods/ Services;
- g) The Contractor, in the judgement of the Bureau, has engaged in corrupt or fraudulent practices in competing for or in carrying out the Services under the Contract.
- h) The Contractor enters into voluntary or involuntary bankruptcy, or liquidation;
- i) The Contractor becomes insolvent;
- j) A receiver, administrator, trustee or liquidator is appointed over any substantial part of its assets;
- k) Any act is done or event occurs with respect to the Contractor or its assets, which, under any applicable law has substantially similar effect to any of the foregoing acts or events;
- l) The Contractor (in case of a consortium) has modified the composition of the consortium and/or the responsibility of each member of the consortium without prior approval of the Bureau.

## **13. TERMINATION BY THE BUREAU**



It shall also be lawful for the Bureau to terminate the Agreement at any time without assigning any reason and without being liable for loss or damage which the Contractor may suffer by reason of such termination, by giving the Contractor 30 days notice in writing by the Bureau for such termination. Any such termination shall be without prejudice to any other right of the Bureau under the Contract.

#### **14. CONTRACTOR'S RIGHT TO TERMINATE**

If the Contractor decides to terminate the Contract before the end of contract period, the Contractor has to give an advance intimation of at least 30 days.

If the Contractor terminates the agreement without prior notice of 30 days, then the entire security deposit will be forfeited.

#### **15. FORCE MAJEURE CLAUSE:**

If at any time during the continuance of this Contract, the performance in whole or in part by either party of any obligation under this contract 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 contract 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 under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Director General of the Bureau 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 contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that the Bureau shall be at liberty to take over from the Contractor at a price to be fixed by Director General, which shall be final, all unused, undamaged and accepted material, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the Bureau may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the Bureau elect to retain.

#### **16. CONFIDENTIALITY**

The Contractor shall not divulge or disclose proprietary knowledge obtained while delivering Goods and services under this Contract to any person, without the prior written consent of the Bureau.

#### **17. PUBLICITY**

Any publicity by the Contractor in which the name of the Bureau is to be used, should be done only with the explicit written permission of the Bureau.

## **18. DISPUTES & ARBITRATION**

The Bureau and the Contractor shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract.

If a dispute(s) of any kind whatsoever that cannot be resolved the same shall be referred to the Arbitrator, appointed by the Authorized Officer indicated in **Schedule-4**. The provisions of the Indian Arbitration and Conciliation Act, 1996 shall apply.

## **19. MODE OF SERVING NOTICE**

Communications between Parties which are referred to in the Contract are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

All notices shall be issued by the authorized officer of the Bureau unless otherwise provided in the Contract. In case, the notice is sent by registered post to the last known place or abode or business of the Contractor, it shall be deemed to have been served on the date when in the ordinary course of post these would have been served on or delivered to it.

## **20. GOVERNING LANGUAGE**

Governing language for the entire contract and communication thereof shall be English only.

## **21. LAW:**

The contract shall be governed and interpreted under Indian Laws.

## **22. LEGAL JURISDICTION**

No suit or other proceedings relating to performance or breach of Contract shall be filed or taken by the Contractor in any Court of law except the competent Courts having jurisdiction within the local limits of Delhi only.

## **23. STAMP DUTY:**

The Contractor shall bear and pay any stamp duty and registration charges in respect of the Contract.

## **24. RETENTION OF THE ORIGINAL AGREEMENT**

The original agreement shall be retained by the Bureau, after providing copy of the same to the Contractor.

### SCHEDULE – 3: REQUIREMENTS

1. **GOODS TO BE PROCURED UNDER THE RATE CONTRACT: LAPTOPS**

2. **MINIMUM SPECIFICATION OF LAPTOPS UNDER THE RATE CONTRACT:**

<b>LAPTOP SPECIFICATION</b>		
<b>S. No.</b>	<b>Item</b>	<b>Complete Description</b>
1.	Operating System	Preloaded genuine and activated Windows 10 Professional 64 bit
2.	Processor	Intel quad core i5-8 <sup>th</sup> Gen or above
3.	Memory	8 GB DDR IV, 2400 MHz and expandable upto 32 GB or more, dual slots and dual channel. Same size and speed in all memory slots. Memory module should be customer replaceable.
4.	Chipset	Integrated
5.	Storage	On board 1 TB HDD SATA, 5400 RPM
6.	Ports	On board 1X HDMI, 1XUSB - 2.0 or higher, 1XUSB 3.0 or higher, 1X Type C, 1X RJ45 Ethernet, VGA (optional). Should have multi-media Reader support
7.	Screen Size	14” diagonal
8.	Display	HD anti-glare, Slim LED backlit, non-touch
9.	Weight	Not more than 1.7 Kg (including batteries)
10.	Keyboard	Backlit
11.	Battery	45 Whr or higher Lithium ion battery with at least 8 hours backup and with 3 years warranty
12..	Webcam	720p HD or higher
13.	Communications	Integrated Realtek Ethernet 10/100/1000 NIC

14.	Wireless	Integrated 802.11a/b/g/n Wifi and Bluetooth 4.1 combo
15.	Audio	Integrated two-stereo speakers Headphone/microphone combo jack Integrated Microphone
16.	Security	TPM 1.2 or higher
17.	Accessories	power adapter (with 1 year warranty)
18.	Compliance	BIS, ROHS
<b>ADDITIONAL REQUIREMENTS</b>		
19.	Microsoft Office Suite (Proprietary)	Genuine Microsoft Office 2019 Std (Part code:021-10609), Open Licence (Perpetual) – preloaded
20.	Antivirus Software	Licensed and genuine antivirus software: - Suite: Total Security. - with at least 5 years validity. - From among McAfee /Symantec/e-Scan/Quickheal. must be installed in the laptop separately upon delivery.
21.	Recovery DVD media	Should be handed over to the user upon delivery
22.	Carry Case	To be provided along with the laptop

### 3. GEOTAGGING/GEOTRACKING

A geotagging/geo-tracking software is also required along-with the laptop for official purpose. The software should be capable of tracking location of laptops with latitudinal and longitudinal coordinates. This requirement is not mandatory.

However, if the bidder agrees to provide such software at an additional cost, may provide its details in the format as per **Annexure-7**. The cost of providing the software will not be considered for deciding L1.

### 4. COST CEILING

The total cost (hardware, software, delivery, installation and warranty support) of supplying laptop as per the specification given in Clause -2 of this schedule **should not exceed Rs. 80000.00**. The cost is exclusive of applicable GST.

### 5. DELIVERY

- a) The contractor shall deliver the laptops to the location as specified in the purchase order **within 6 weeks** from the date of the purchase order. Delivery locations to be covered are given below.

<b>State/UT</b>	<b>Cities</b>
Delhi	New Delhi
Uttar Pradesh	Ghaziabad, Lucknow
Haryana	Faridabad
Gujarat	Rajkot, Ahmedabad
Maharashtra	Mumbai, Pune, Nagpur
Karnataka	Bangalore
Tamil Nadu	Chennai, Coimbatore
Kerala	Kochi
Himachal Pradesh	Parwanoo
West Bengal	Kolkata, Durgapur
Jharkhand	Jamshedpur
Bihar	Patna
Assam	Guwahati
Rajasthan	Jaipur
J&K	Jammu
Chandigarh	Chandigarh
Punjab	Mohali
Andhra Pradesh	Vishakhapatnam
Telangana	Hyderabad
Chhattisgarh	Raipur
Orissa	Bhubaneshwar
Uttarakhand	Dehradun
Madhya Pradesh	Bhopal

- b) The contractor shall install and activate the required software as specified in the specifications upon delivery of laptops without any additional charge.
- c) At the destination site, the cartons will be opened only in the presence of authorized user and vendor's representative.
- d) A sticker with the Service Support Call Centre Number of the vendor as well as OEM should be pasted on each item.
- e) Delays on account of getting relevant permits shall not make vendor eligible for waiver of penalties.
- f) Delay in delivery beyond the specified time norm shall attract penalty as per Clause- 9 of this schedule.
- g) If the items are not installed at site upon delivery due to non-responsiveness of the Contractor, appropriate penalty will be applicable.

## **6. ONSITE WARRANTY MAINTENANCE**

- a) All laptops supplied under this rate contract shall be covered under 5-year comprehensive onsite warranty support from the date of its successful installation/commissioning and acceptance at the site (whichever is later).
- b) Battery shall be covered under 3 years warranty and power adapter shall be covered under 1 year warranty.

- c) The contractor shall provide pan-India onsite support services during the warranty period of the laptops.
- d) During the warranty period, the Contractor shall be fully responsible for replacement/repair of defective/damaged parts. If the defective/damaged part could not be replaced/repared, the contractor shall provide a new system with matching or higher specification.
- e) User shall also have option to lodge complaint of procured systems directly to the OEM. A toll free number and Web Complaint systems of OEM should be provided with each supplied systems in the form of a sticker. It will be responsibility of OEM to provide support for all such cases. User should also be able to see the warranty support period of procured systems on OEM website by entering a service tag/serial number of system.
- f) Under the warranty support, any failure in the system or a subsystem thereof should be rectified within a maximum period of 48 hours of lodging complaints at State capitals and Sites with public air-transport facilities. Normal transit time not exceeding 24 hours additionally will be allowed if the site happens to be other than State capital and sites without public air-transport facilities. Failing which, penalty will be charged or recovered from the withheld amount as per clause-8 of this schedule.
- g) Contractor shall visit each site at least once in a year to carryout preventive maintenance and fine-tune the performance of the system besides regular service calls during warranty period. The preventive maintenance may also be clubbed with regular service visit if any.

## 7. FALL CLAUSE

If the contractor reduces its price or sells or even offers to sell the rate contracted goods following conditions of sale similar to this rate contract, at a price lower than the contract price, to any person or organization during the currency of the rate contract, the rate contract price will be automatically reduced with effect from the date it is notified by the contractor/comes to knowledge of the Bureau, and all subsequent purchase under the contract shall be as per the reduced rates.

## 8. PHASE OUT CLAUSE

In case the specified laptop is being phased out/is nearing end of sale, the contractor shall supply laptops of same/higher configuration of same make at the same price as agreed upon under the contract.

## 9. PENALTIES FOR DEFICIENCY IN SERVICES

S.No.	Activity	Maximum time permissible	Penalty
1.	Failure in maintaining the delivery schedule	6 weeks form the date of purchase order	If the contractor fails to deliver any or all laptops to the specified site or fails to install specified software upon delivery, except for the reasons highlighted in Cl. 14 of <b>Schedule 2</b> , the

			Bureau shall, without prejudice to its other remedies under the contract, deduct from the purchase order value, as liquidated damages, a sum equivalent to <b>0.5 percent</b> of the price of the undelivered laptops for each week or part thereof during which the delivery of such laptops may be delayed subject to maximum limit of 10 percent of the stipulated price of the laptops so undelivered. Once the maximum penalty is reached, the Bureau may consider termination of the contract.
2.	Maintenance during warranty period	20 days from the date of complaint	Penalty per day per equipment at the rate of 0.2% of the purchase value of the equipment. Maximum penalty will be limited to 10% of the purchase order value. Beyond the specified time limit, the Bureau will have the option to get it rectified through alternate source. The cost of repair on such default shall be recovered from the contractor from outstanding payment or BG/PBG.
3.	Replacement of the faulty system	10 days from the date of last failure	Any system, failing at subsystem level at least three times in three months, displaying chronic system design or manufacturing defects or quality control problem will be totally replaced by the Contractor at his cost and risk within 10 days, from the date of last failure. If Contractor fails to replace the system within 10 days, penalty will be charge at 0.2% of system purchase value per day per system.

## SCHEDULE – 4: ALLIED TECHNICAL DETAILS

### 1. ELIGIBILITY CRITERIA

- a) Bidder/OEM should not have been blacklisted. In case an authorized partner bids on behalf of an OEM, then both bidder and OEM should not have been blacklisted by the Deptts/Ministries of the Govt. of India/State Govt./PSUs.
- b) Bidder should have authorization from OEM against this Bid, valid throughout the period of the contract, in case the firm is not manufacturer of the items.
- c) Bidder should have minimum **three years** of experience of supplying the Goods to the Departments/Ministries of the Government of India/PSUs.
- d) OEMs should have minimum turnover of **Rs. 50 crores** from the sale of IT products and services within India during each of the last three years (copies of annual accounts of the last three years should be enclosed). In case of Authorized partner/dealer submitting bid on behalf of OEM, it should have average annual turnover of more than **Rs. 10 Crores** (Rupees Ten Crores) from sale of IT products with positive Net Worth during the last three years.
- e) Bidder should not have been blacklisted by the Deptts/Ministries of the Govt. of India/State Govt./PSUs.
- f) The bidder should be a Company registered in India under the Companies Act 1956 or registered co-operative society or a partner/dealership firm registered under the India Partner/dealership Act 1932.
- g) Bidder should have a valid BIS grant of Registration letter **against the model being offered.**
- h) The bidder must have country wide infrastructure support in the form of direct/authorized partner/dealer/Franchisee support centres in at least 20 States/UT including one North Eastern State.

2. **PROPOSED VALIDITY OF THE RATE CONTRACT:** 1 (One) year from the date of award of contract.

3. **PERFORMANCE SECURITY DEPOSIT:** Rupees Eight Lakhs (Rs. 8,00,000).

4. **VALIDITY OF BIDS:** 180 days from the last date of submission of bids.

5. **ANTICIPATED DRAWL:** 100 Nos. However the quantity is not fixed and is liable to change during the period of the contract.

6. **AUTHORIZED OFFICER ON BEHALF OF THE BUREAU FOR THIS TENDER/CONTRACT:** Director General of The Bureau.



## **SCHEDULE – 5: PRICE SCHEDULE**

**BoQ** may be uploaded as per instructions given in Tender Enquiry Document.

## SCHEDULE - 6: CONTRACT FORM

### AGREEMENT

THIS AGREEMENT made on this 29<sup>th</sup> day of ~~November~~ 2013 between M/s \_\_\_\_\_ (Name and Address of the Contractor) (hereinafter referred to as the CONTRACTOR, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART and the Bureau of Indian Standards, 9-Bhadurshah Zafar Marg, Nerw Delhi-110002 (hereinafter referred to as the BUREAU, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the OTHER PART.

WHEREAS the Contractor is a ~~manufacturers/ mills/ authorized distributors/ dealers~~ (Details of business)

AND WHEREAS the Bureau is a body corporate, enacted by Parliament. The Bureau intends to purchase \_\_\_\_\_ on rate contract basis, therefore, invited bids through ~~Open or Advertised / Limited / Single~~ Tender enquiry dated \_\_\_\_\_

WHEREAS the Contractor (successful bidder) submitted his bid vide \_\_\_\_\_ in accordance with the bid document and was selected as 'successful bidder' pursuant to the bidding process and negotiation on contract prices, awarded the 'Letter of Acceptance' (LoA) No. \_\_\_\_\_ to the Contractor on \_\_\_\_\_.

BOTH THE PARTIES HERETO agree to abide the terms and conditions as mentioned in :

#### **“Schedule-2 (Conditions of Contract) of Tender Document”.**

\_\_\_\_\_  
(Signature of Contractor/  
Authorized Representative)

Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
**Seal of the Firm/Company**

**Witness:**

\_\_\_\_\_  
(Signature )

Name of  
Witness \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
(Signature of Authorized Officer of  
the Bureau)

Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
**Seal of the Bureau**

**Witness:**

\_\_\_\_\_  
(Signature)

Name of  
Witness \_\_\_\_\_

Address \_\_\_\_\_

**SCHEDULE - 7: OTHER STANDARD FORMS, IF ANY, TO BE UTILIZED BY THE BUREAU AND THE BIDDERS.**

<b>1.</b>	<b>Annexure-1</b>	FORM OF BANK GUARANTEE BOND
<b>2.</b>	<b>Annexure-2</b>	DETAILS OF THE SIMILAR TYPE OF GOODS SUPPLIED BY THE BIDDER DURING LAST 3 YEARS
<b>3.</b>	<b>Annexure-3</b>	DECLARATION REGARDING BLACK-LISTING AND/ OR LITIGATIONS
<b>4.</b>	<b>Annexure-4</b>	TENDER ACCEPTANCE LETTER
<b>5.</b>	<b>Annexure-5</b>	MAKE AND MODEL OFFERED
<b>6.</b>	<b>Annexure-6</b>	SUPPORT INFRASTRUCTURE AVAILABLE WITH BIDDER/AUTHORIZED PARTNER/DEALER
<b>7.</b>	<b>Annexure-7</b>	COST FOR PROVIDING GEOTAGGING/GEOTRACKING SOFTWARE
<b>8.</b>	<b>Annexure-8</b>	DECLARATION FOR ABIDING BY THE CODE OF INTEGRITY IN PUBLIC PROCUREMENT
<b>9.</b>	<b>Annexure-9</b>	TERMS OF INTEGRITY
<b>10.</b>	<b>Annexure-10</b>	FORMAT FOR DECLARATION REGARDING DOMESTIC VALUE ADDITION FOR LAPTOPS

**ANNEXURE -1**

**FORM OF BANK GUARANTEE BOND**

1. In consideration of Bureau of Indian Standards (hereinafter called 'The BUREAU') having agreed to exempt \_\_\_\_\_ (hereinafter called "the said Contractor(s)") from the demand under the terms and conditions of an Agreement dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for \_\_\_\_\_

\_\_\_\_\_ (hereinafter called "the said Agreement of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. \_\_\_\_\_

(Rupees \_\_\_\_\_ Only) we, \_\_\_\_\_ (hereinafter referred to as (indicate the name of the bank)

'the bank') at the request of \_\_\_\_\_ [(Contractor (s) do hereby undertake to pay the Bureau an amount not exceeding Rs. \_\_\_\_\_ against any loss or demand caused to or suffered or would be caused to or suffered by the Bureau by reason of any breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement.

2. We \_\_\_\_\_ do hereby ( indicate the name of the bank)

undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Bureau of Indian Standards stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Bureau by reason of breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement or by reasons of the Contractor (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ....

3. We, undertake to pay to the Bureau any money so demanded notwithstanding any dispute or disputes raised by the Contractor (s) / Supplier (s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor (s) / Supplier (s) shall have no claim against us for making such payment.

4. We, \_\_\_\_\_ further agree that the

Guarantee (indicate the name of Bank)

herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Bureau under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the authorized officer of the Bureau (General Administration Department) certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor (s) and accordingly of the said Agreement have been fully and properly carried out by the said Contractor (s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the .....we shall be discharged from all liability under this guarantee thereafter.

5. We ..... further agree with the Bureau that

(indicate the name of Bank)

the Bureau shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time to performance by the said Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Bureau against the said Contractor (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) or for any forbearance, act or commission on the part of the Bureau or any indulgence by the Bureau to the said Contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor (s) / Supplier (s).

7. We, ..... lastly undertake not to revoke this

( indicate the name of bank)

guarantee during its currency except with the previous consent of the Bureau in writing.

Dated the..... day of .....20

For .....

(indicate the name of bank)

**ANNEXURE -2**

**Details of the similar type of Goods supplied by the Bidder during last 3 years**

**Name of the Bidder:**

Year	Name & Type of Goods supplied	Name & Address of the Bureau/customer	Value of the Goods sold	Remarks
2015-16				
2016-17				
2017-18				

**Note:** - Copies of purchase order should be enclosed

**ANNEXURE-3**

**Declaration regarding black-listing and/ or litigations**

I/we hereby declare that our firm/agency is not black-listed by any Ministry or Department of Central Government/State Government or PSU or other bodies under the Central Government/State Government. I/we further declare that no criminal case is registered or pending against the firm/company or its owner/partner/dealers/directors anywhere in India.

Date the ..... day of ..... 201

**Signature of Bidder** \_\_\_\_\_

Name & Address of Bidder \_\_\_\_\_

\_\_\_\_\_  
Seal of the Firm/Company

**OR**

I/we hereby declare that our firm/agency and the OEM, (Name of the OEM) are not black-listed by any Ministry or Department of Central Government/State Government or PSU or other bodies under the Central Government/State Government. I/we further declare that no criminal case is registered or pending against the firm/company or its owner/partner/dealers/directors anywhere in India.

Date the ..... day of ..... 201

**Signature of Bidder** \_\_\_\_\_

Name & Address of Bidder \_\_\_\_\_

\_\_\_\_\_  
Seal of the Firm/Company

*(strike off whichever is not applicable)*

**ANNEXURE-4**

**TENDER ACCEPTANCE LETTER**  
(To be given on Company Letter Head)

Date:

To,

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Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: \_\_\_\_\_

Name of Tender / Work: -

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Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

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As per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)



**ANNEXURE-5**

<b>Make &amp; Model Offered:</b>			
<b>S. No.</b>	<b>Item</b>	<b>Complete Description</b>	<b>Specifications Offered (to be filled by bidder)</b>
1.	Operating System	Preloaded genuine and activated Windows 10 Professional 64 bit	
2.	Processor	Intel quad core i5-8 <sup>th</sup> Gen or above	
3.	Memory	8 GB DDR IV, 2400 MHz and expandable upto 32 GB or more, dual slots and dual channel. Same size and speed in all memory slots. Memory module should be customer replaceable.	
4.	Chipset	Integrated	
5.	Storage	On board 1 TB HDD SATA, 5400 RPM	
6.	Ports	On board 1X HDMI, 1XUSB - 2.0 or higher, 1XUSB 3.0 or higher, 1X Type C, 1X RJ45 Ethernet, VGA (optional). Should have multi-media Reader support	
7.	Screen Size	14" diagonal	
8.	Display	HD anti-glare, Slim LED backlit, non-touch	
9.	Weight	Not more than 1.7 Kg (including batteries)	
10.	Keyboard	Backlit	
11.	Battery	45 Whr or higher Lithium ion battery with at least 8 hours backup and with 3 years warranty	
12.	Webcam	720p HD or higher	
13.	Communications	Integrated Realtek Ethernet 10/100/1000 NIC	
14.	Wireless	Integrated 802.11a/b/g/n Wifi and Bluetooth 4.1 combo	
15.	Audio	Integrated two-stereo speakers Headphone/microphone combo jack Integrated Microphone	
16.	Security	TPM 1.2 or higher	
17.	Accessories	power adapter (with 1 year warranty)	
18.	Compliance	BIS, ROHS	
<b>ADDITIONAL REQUIREMENTS</b>			
<b>S. No.</b>	<b>Requirement</b>	<b>Specification</b>	<b>Details of the software/product offered</b>

19.	Microsoft Office Suite (Proprietary)	Genuine Microsoft Office 2016 std (Part code:021-10609), Open Licence (Perpetual) – preloaded	
20.	Antivirus Software	Licensed and genuine antivirus software: <ul style="list-style-type: none"> <li>- Suite: Total Security.</li> <li>- with at least 5 years validity.</li> <li>- From among McAfee /Symantec/e-Scan/Quickheal.</li> </ul> must be installed in the laptop separately upon delivery.	
21.	Recovery DVD media		
22.	Carry Case		

## ANNEXURE- 6

### Support Infrastructure Available with Bidder/Authorized Partner/dealer

S.No.	State Name	Own/Franchisee Support Centre*	Address of support centre	Phone number of Person-in-charge**	Email of Person in-charge**
1.	Andhra Pradesh				
2	Bihar				
3.	Chandigarh (UT)				
4.	Chhattisgarh				
5.	Delhi				
6.	Goa				
7.	Gujarat				
8.	Haryana				
9.	Himachal Pradesh				
10.	Jammu and Kashmir				
11.	Jharkhand				
12.	Karnataka				
13.	Kerala				
14.	Madhya Pradesh				
15.	Maharashtra				
16.	Orissa				
17.	Puducherry				
18.	Punjab				

19.	Rajasthan				
20.	Sikkim				
21.	Tamil Naidu				
22.	Telangana				
23.	Uttar Pradesh				
24.	Uttarakhand				
25.	West Bengal				
26.	Andaman and Nicobar				
27.	Lakshadweep				
28.	Dadra Nagar & Haveli				
29.	Daman and Diu				
	<b>NORTH EAST</b>				
1.	Assam				
2.	Arunachal Pradesh				
3.	Manipur				
4.	Meghalaya				
5.	Mizoram				
6.	Nagaland				
7.	Tripura				

**ANNEXURE-7**

**Format for providing cost of Geotagging/Geo-tracking software**

Name of Software	Features of software	Cost of software in Rs. (inclusive of installation)	Applicable Taxes

**Total Cost (inclusive of Taxes) = Rs. \_\_\_\_\_ only.**

**(Authorised Signatory)  
Name & Designation**

**Note:** Detailed description sheet of software may also be uploaded.

**ANNEXURE-8**

**Declaration for abiding by the Code of Integrity in Public Procurement**

I/we hereby declare that I/we will abide by the Code of Integrity for Public Procurement (CIPP) as envisaged and prescribed in General Financial Rules, 2017.

I/we hereby further declare that in case of any transgression of this code, my/our name shall not only be liable to be removed from consideration for the present tender and from the list of registered suppliers/contractors/consultants/service providers (if already registered), but I/we will be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India as provided in the GFR, 2017.

Date the ..... day of ..... 2018

**Signature of Bidder** \_\_\_\_\_

Name & Address of Bidder \_\_\_\_\_  
\_\_\_\_\_

Seal of the Firm/Company

## **ANNEXURE-9**

### **Integrity Pact guidelines**

"The Bureau" And "The Contractor" hereby agree not to indulge in any corrupt practices including without limitation any activity or action to influence the transaction on any aspect of contract and commit to take all measures necessary to prevent corruption maintaining complete transparency and fairness in all activities related to BIS. Users agree to follow and adhere with the Integrity Pact guidelines as under:

#### **Preamble**

The Bureau values full compliance with all relevant laws of the land, regulations, economic use of resources and of fairness / transparency in its relations with its Contractor (s).

#### **Section 1- commitments of the Bureau.**

1. The Bureau commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a. No employee of the Bureau, personally or through family members, will in connection with the bid for, or the execution of a person, any material or immaterial benefit which the person is not legally entitled to.
  - b. The Bureau will during the bid process treat all bidders with equity and reason. The Bureau will in particular, before and during the bid process, provide to all Contractor(s) the same information and will not provide to any Contractor(s) confidential/additional information through which the Contractor(s) could obtain an advantage in relation to the process or the contract execution.
  - c. The Bureau will exclude from the process all known prejudiced persons.
2. If the Bureau obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Bureau will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

#### **Section 2- Commitments of the Contractor(s)**

1. The Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the bid process and during the contract execution.
  - a. The Contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Bureau's employees involved in the bid process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage before or during the execution of the contract.
  - b. The Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission

or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- c. The Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Bureau as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Contractor(s) (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3: Disqualification from bid process and exclusion from future contracts**

If the Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Bureau is entitled to disqualify the Contractor(s) from the bid process or take action as per the procedure mentioned in the "Incident Management Policy" available on GeM portal.

### **Section 4: Compensation for Damages**

1. If the Bureau has disqualified the Contractor(s) from the bid process prior to the award according to Section 3, the Bureau is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Bureau has terminated the contract according to Section 3, or if the Bureau is entitled to terminated the contract according to Section 3, the Bureau shall be entitled to demand and recover from the Contractor damages of the amount equivalent to Performance Bank Guarantee.

### **Section 5: Previous Transgression**

1. The Contractor declares that no previous transgressions occurred in the last three years with any Government Organization that could justify his exclusion from the bid process.
2. If the Contractor makes incorrect statement on this subject, he can be disqualified from the bid process and action can be taken as per the procedure mentioned in "Incident Management Policy".



## ANNEXURE-10

### Format for declaration regarding Domestic Value Addition for laptops

I \_\_\_\_\_ S/o, D/o, W/o \_\_\_\_\_, Resident \_\_\_\_\_ of \_\_\_\_\_ do hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification No: 33(3)/2013-IPHW dated 23.12.2013, P-45021/2/2017-B.E.-II dated 15.06.2017 and F.No.33(1)/2017-IPHW dated 14.09.2017.

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring authority or any authority so nominated by the Department of Electronics and Information Technology, Government of India for the purpose of assessing the domestic value-addition.

That the domestic value addition for all inputs which constitute the said electronic product has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms, based on the assessment of an authority so nominated by the Department of Electronics and Information Technology, Government of India for the purpose of assessing the domestic value-addition, I will be disqualified from any Government tender for a period of 36 months. In addition, I will bear all costs of such an assessment.

That I have complied with all conditions referred to in the Notification No wherein preference to domestically manufactured electronic products in Government procurement is provided and that the procuring authority is hereby authorized to forfeit and adjust my EMD and other security amount towards such assessment cost and I undertake to pay the balance, if any, forthwith.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authorities.

- i. Name and details of the Domestic Manufacturer (Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued.
- iii. Electronic Product for which the certificate is produced.
- iv. Procuring agency to whom the certificate is furnished.
- v. Percentage of domestic value addition claimed.
- vi. Name and contact details of the unit of the manufacturer.
- vii. Sale Price of the product.
- viii. Ex-Factory Price of the product.
- ix. Freight, insurance and handling.
- x. Total Bill of Material.
- xi. List and total cost value of inputs used for manufacture of the electronic product.
- xii. List and total cost of inputs which are domestically sourced. Please attach value addition certificates from suppliers, if the input is not in-house.
- xiii. List and cost of inputs which are imported, directly or indirectly

**For and on behalf of**

**(Name of firm/entity)**

Authorized signatory (To be duly authorized by the Board of Directors)  
**<Insert Name, Designation and Contact No.>**