REQUEST FOR PROPOSAL (RFP)

Empanelment of Vendors for Supply, Installation and Commissioning of Desktops, Printers and Scanners

Tender No: Hardware/Registration/2022/01

Dated: 07/06/2022

Department of Prohibition, Excise and Registration

Government of Bihar

1 Introduction

1. The Department of Prohibition, Excise and Registration invites bids from reputed vendors for the supply installation and commissioning of Computers, Printers and scanners on rental basis.
2. All proposals submitted in response to the RFP document must be accompanied by an EMD of Rs 1,00,000 (Rupees One lakhs Only) in the form of Bank Guarantee in favour of **Excise Commissioner Cum I.G. Registration**, **Account Number – 922020004238912, Branch Name – AXIS Bank Limited RajaBazar**, payable at Patna. Bids submitted without adequate EMD will be liable for rejection.
3. The bidders are expected to examine all instructions, forms, terms, Project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal.

2 Schedule of Bid Process

SL#	Information	Details
1.	RFP No. and Date of availability	Hardware/Registration/2022/01, Available for download from 07 June 2022, 5:00 PM onwards till 21 June 2022, 4:00 PM
2.	Last date for submission of written queries for clarifications	9 June 2022, 5:00 pm Email: excise-bih@nic.in
3.	Date of pre-bid conference	13 June 2022, 4:00 pm at Conference Room, Department of Prohibition, Excise and Registration, Vikash Bhawan, New Secretariat, Patna – 800 015
4.	Release of response to clarifications	16 June 2022, 5:00 PM
5.	Last date of submission of bid	21 June 2022, 4:00 PM
6.	Opening of Technical Bids	21 June 2022, 4:30 PM
7	Opening of Financial Bids	To be intimated
8.	Contact person for queries	Sh. Manoj Kumar Sanjay AIG , Registration Department email: excise-bih@nic.in

3 Scope of Work

1. The Empanelled bidder shall provide Desktops (with UPS), Laser Printers and Scanners to the Department of Prohibition, Excise and Registration on rental basis for the local registry offices.
2. The initial contract shall be for a period of 3 years which is further extendable depending upon the satisfactory performance of the agency.
3. The bidder shall be entirely responsible for the supply, installation, and commissioning of the mentioned hardware at the Prohibition, Excise and Registration Department. The entire maintenance of the hardware shall be the responsibility of the bidder.
4. The Department shall provide space for installation of the machines and bear the cost of electricity.
5. The bidder shall provide atleast one people per district required for handling any issues arising out of hardware supplied, during the office working hours (approximate 8 hrs). However, the staff support shall be provided whenever required by the Department.
6. The Department reserves the right to alter /add/subtract the manpower as per the requirement.
7. The bidder shall provide estimated quantities for the mentioned below hardware :-

Description	**Approximate Quantity**
Desktops	1000 or more
Laser Printer	1000 or more
Multifunctional printer	120 or more
Scanner	400 or more
Book Scanner	150 or more
Biometric (Aadhar based)	400 or more
Webcamera	400 or more

8. The Department reserves the right to alter/add/subtract the quantity of the hardware.
9. The bidder shall provide new and unused Desktops to the Department. The devices to be supplied shall be purchased only after the work order has been issued to the selected vendor. The bidder shall submit copy of invoice of the purchased devices to the Department before

delivery/installation/commissioning of the hardwares at the Department.

10. The bidder shall not remove hardwares from the Department without the prior consent of the authorized officer of the Department.
11. The bidder shall not engage any subcontractors or transfer the contract to any other person in any manner.
12. The credentials of the shortlisted/selected agency will be subject to verification if needed and their approval shall be binding on both the parties.
13. The bidder shall be liable to pay the minimum wages, dues etc. of the personnel deployed under various Labour Regulations and other statutory obligations.
14. The bidder shall not indulge in arbitrary and adhoc transfer or shifting of any of its employees from his/her designated duties without prior consultation with the authorities of the Department.
15. The bidder shall communicate the manpower details like name, residential address, code no, photograph. etc. of the person deployed at each duty points.
16. The bidder shall provide Identity Cards to the personnel deployed in the Department to execute the work.
17. The bidder shall be entirely responsible for redressing grievances or resolution of disputes relating to the personnel deployed.
18. The place of jurisdiction shall be Patna, Bihar for handling any disputes arising out of this contract/agreement.
19. In case the personnel deployed by agency commits any misconduct or any disciplinary action, the agency shall be liable to take immediate action against such personnel on the report of the authorized officer of the Department in this respect.

3.1 DESKTOPS/LAPTOPS:

1) The Windows Operating System software preloaded in all the systems provided shall be licensed and a document supporting the license and validity shall be submitted with the delivery of computers.
2) The successful bidder shall be responsible for smooth functioning of each systems supplied.
3) The successful bidder shall keep sufficient spares and repairing equipment to provide prompt services at defined location along with spare desktops and laptops. The department shall arrange its own cartridges/toners for the printers.

4) The Service center for supplied make of desktops/laptops shall be in Patna.
5) Adequate coverage of insurance shall be the responsibility of the successful bidder, who shall provide coverage for all items, against transit risks, incidental to acquisition, transport and delivery of equipment up to the destination. In case of damage or loss in transit up to destination it shall be the responsibility of the successful bidder to initiate and pursue the claim with insurance company. Insurance of supplied equipment for the contract period will be successful bidder's responsibility.
6) Hardware and operating system support shall be the responsibility of the successful bidder.
7) The entire ownership of data stored in the desktop/laptop shall be with the Department and the same shall not be shared with any external party /agency.
8) Bidder shall provide skilled manpower for the day to day support or fixing of any issues related to working of computers during the working hours at DEPARTMENT. The manpower to be deployed should have minimum 2 years' experience in computer repairing.
9) The bidder shall be responsible for the entire maintenance of the systems provided to DEPARTMENT during rental period.
10) In case the system cannot be repaired within DEPARTMENT's premises and is required to be taken to the successful bidder's workshop/service center, all cost will be borne by the successful Bidder. If stand-by arrangement is required, it shall be provided by the successful Bidder without any cost.
11) If any desktop is not working and need to be replaced with other desktop on temporary or permanent basis, then bidder shall arrange other desktop of same make with same or higher configurations.
12) Post completion of contract period, the supplier shall handover the data stored in desktops/ laptops to DEPARTMENT. The Department shall decide the medium for data storage.
13) The technical specification of hardware is as below:-

A) <u>DESKTOPS</u>

Description	**Specifications**
Processor	Intel Core i3 OR higher.
RAM	Minimum 8 GB DDR4 or higher
Hard disk drive	1 TB or Higher
Ports	USB, HDMI, Ethernet, Wi-fi, Bluetooth or other connectivity features

Monitor	Monitor size 19 inch or higher
Operating System	Preloaded licensed Windows-10 professional
Make for CPU	HP, DELL, LENOVO, ACER and ASUS
Make for MONITOR	HP, DELL, LENOVO, ACER, ECS , ASUS, LG and SAMSUNG Only
Keyboard	Wired keyboard
Mouse	Wired/wireless mouse
ANITIVIRUS	ANTIVIRUS Software
Graphics/Card reader	Graphics Integrated/Card reader, Webcam
UPS	Line Interactive UPS for computer set and other peripheral – 2 KVA

B) LASER PRINTER

The machines to be supplied shall be of branded company like Canon, HP.

Description	**Criteria**
Type	Greyscale/Monochrome
Paper size	A4; A5; A6; B5; Postcards; envelopes (C5, DL, B5)
Print Speed	18 ppm or higher
Paper Handling Input standard	150-Sheet Input
Paper Handling Output	50 sheets output
Connectivity	Hi-speed USB ,wi-fi (optional)
Processor	At least 400MHz
Memory	Min. 128MB or above
Print Resolution	Effective output 600x600dpi (1200dpi effective output)

C) MULTIFUNCTIONAL PRINTER:

Description	Criteria
Paper size	A3, A4; A5; A6; B5; Postcards; envelopes (C5, DL, B5)
Print Speed	Upto 20 ppm or above

Paper Handling Input standard	150-Sheet input tray, 35-sheet Automatic Document feeder
Paper Handling Output	50 Sheets output or better
Connectivity	Hi-Speed USB 2.0, network
Processor	At least 266MHz or Above
Memory	Min. 32MB or above
Multifunctional Printer	Print, Scan
Duplex (Both side Printing Copying)	Yes (Only Duplex Printing)
Print Resolution	Effective output 600x600dpi (1200dpi effective output)

D) ADF SCANNER: -

Description	**Criteria**
Document Size	A4
Scan type	ADF, Auto Duplex
Scan Speed	20 PPM
ADF Capacity	Min. 40 Pages
Connectivity	Hi-Speed USB 2.0 Port or higher
Operating System Supported	Windows
Auto Document Feeder	Yes
Scan Resolution	600x 600 dpi or better

E) BOOK SCANNER:

Description	**Criteria**
Document Size	Maximum:- 420 x 300 mm (17 x 11.8 inch) Minimum: - 25.4 x 25.4 mm (1 x 1 inch)
Scan type	Overhead, Simplex
Image sensor	Lens reduction optics/colour
Light source	White LED+ Lens illumination

Optical resolution	285 to 218 dpi
Operating System Supported	Windows
Scanning speed (A3 Landscape)	3 seconds per page
Scan Resolution	600 dpi or better
Image processing functions	Deskew by text on document, automatic size detection, automatic rotation, automatic colour detection, book image correction, multiple document detection

4 Payment Terms:

a) No advance payment shall be made.

b) Payment shall be released at the end of every month subject to satisfactory performance of the vendor.

c) The supplier shall submit an invoice to the concerned authority of the DEPARTMENT on monthly basis for the release of payment.

5 Timelines:

The bidder shall supply, install and commission hardware within 7 weeks from the issue of work order/purchase order. Proof of delivery or installation with the details like name, date of delivery, etc, legibly recorded, should be submitted to the DEPARTMENT, Patna within 15 days after the date on which the item(s) was delivered/ installed.

6 Penalty

Particulars	**Penalty**
Delivery of the hardwares shall be done within 7 weeks from the issue of work order	In case of unjustified/unacceptable delay in delivery, penalty @1% of monthly cost per week subject to a maximum of 5% of the project/order value.
Repair or replacement of parts of any device shall be done within 48 hours from the date problem has been detected.	Penalty @2% of the monthly cost per week subject to a maximum of 5% of the project/order value.

7 Fraud or Corrupt Practices

a. The Bidders shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained in this RFP, or in LOA or the Agreement, the Department of Prohibition, Excise and Registration, Government of Bihar may reject a bid, withdraw the LOA, debar the bidder for a period of one year from participating in the future projects of the Department or terminate the Agreement, as the case may be without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices. In such an event, the Department of Prohibition, Excise and Registration, Government of Bihar shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security as mutually agreed genuine pre- estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidders Proposal.

b. Without prejudice to the rights of DEPARTMENT under Clause above and the rights and remedies which the DEPARTMENT may have under the LOI or the Agreement, if a Bidder, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by DEPARTMENT during a period of <1(one)year> from the date such Bidder, is found by DEPARTMENT to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

c. For the purposes of this Section, the following terms shall have the meaning here in after respectively assigned to them:
   i. “corrupt practice” means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of tendering and execution of the project;
   ii. “fraudulent practice” means aim is representation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
   iii. “coercive practice” means impairing or harming or threatening to impairer harm, directly or indirectly, any persons or property to influence any person participation or action in the Selection Process;
   iv. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by Department of Excise and Prohibition, Government of Bihar with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
   v. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

8. Termination

8.1.1 The Department may terminate the contract of the firm or may initial proceedings as per law of India, in case of occurrence of any of the events specified below: -

1) If the firm becomes insolvent or goes into compulsory liquidation
2) If the firm, in the judgement of Department, has engaged in corrupt or fraudulent practices in competing for or in executing the contract
3) If the firm submits to Department a false statement which has material effect on the rights, obligations, or interests of the Department.
4) If the firm places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Department.
5) If the firm fails to provide Quality services as envisaged under this RFP

8.1.2 In such an occurrence Department shall give a written advance notice to the firm to foreclose the contract and other consequences of the foreclosure.

8.1.3 **Blacklisting without termination**: - The Department shall be at liberty to blacklist the vendor for a period of one year from participating in any future projects if the firm fails to provide quality services, engaged in corrupt or fraudulent practices and other reasons which has a material impact on the service.

9. Arbitration

In the event of any dispute arising after the execution of the contract agreement, the parties hearing agree to be relegated through the arbitration and shall follow the procedures as laid down in the arbitration and conciliation act, 1996 (as amended from time to time). The dispute shall be referred to the sole arbitrator to be appointed by mutual consent of both the parties herein. The Arbitration proceedings will be held at Patna, Bihar. Any legal dispute will come under the sole jurisdiction of Patna, Bihar.

10. Instructions to the Bidders

10.1 General

I. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the DEPARTMENT on the basis of this RFP.

II. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the DEPARTMENT. Any notification of preferred bidder status by the DEPARTMENT shall not give rise to any enforceable rights by the Bidder. The DEPARTMENT may cancel this public procurement at any time prior to a formal written contract being executed by or

on behalf of the DEPARTMENT.

III. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

10.2 Compliant Proposals / Completeness of Response

1. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
2. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:

- Include all documentation specified in this RFP;
- Follow the format of this RFP and respond to each element in the order as set out in this RFP
- Comply with all requirements as set out within this RFP.

10.3 Key Requirements of the Bid

10.3.1 Right to Terminate the Process

a) The DEPARTMENT may terminate the RFP process at any time and without assigning any reason. The DEPARTMENT makes no commitments, express or implied, that this process will result in a business transaction with anyone.

b) This RFP does not constitute an offer by the DEPARTMENT. The bidder's participation in this process may result the DEPARTMENT selecting the bidder to engage towards execution of the contract.

10.3.2 RFP Document Fees

RFP document can be downloaded from the website **www.eproc2.bihar.gov.in** after paying tender fee of Rs. 5000/-and processing fee of Rs. 590 /.The fees will have to be paid through online on the above mentioned website. Proposals received without or with inadequate RFP Document fees shall be rejected.

10.3.3 Earnest Money Deposit(EMD)

1. Bidders shall submit, along with their Bids, EMD of INR 1,00,000 only in the form of Bank Guarantee, Demand Draft issued by any Scheduled bank.
2. Micro, small and start up agencies registered for doing similar work are exempted from payment of EMD as per government policy, subject to submission of valid registration certificate with the bid.
3. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.

4. The EMD may be forfeited:
    a) If a bidder withdraws its bid during the period of bid validity.
    b) In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

10.3.4 Submission of Proposals

a) The bidders should submit their responses as per the format given in this RFP in the following manner

- Technical Proposal
- Commercial Proposal

b) Please Note that prices should not be indicated in the Technical Proposal but should only be indicated in the Commercial Proposal.

c) All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.

d) The bids shall be uploaded through **http://eproc2.bihr.gov.in** as per the instructions available on the website

10.4 Preparation and Submission of Proposal

10.4.1 Proposal Preparation Costs

a) The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by the DEPARTMENT to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.
b) The DEPARTMENT will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10.4.2 Language

The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the Proposal, the English translation shall govern.

10.4.3 Tender Opening

I. The Proposals submitted up to due date and time will be opened at a date to be notified by a committee authorized by the DEPARTMENT, in the presence of such of those Bidders or their representatives who may be present at the time of opening.
II. The representatives of the bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafides for attending the opening of the proposal.

10.4.4 Tender Validity

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of Tender.

10.4.5 Tender Evaluation for responsiveness

I. Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive, if Proposals:
   A. Are not submitted in as specified in the RFP document
   B. Are found with suppression of details
   C. With incomplete information, subjective, conditional offers and partial offers submitted
   D. Submitted without the documents requested in the checklist
   E. Have non-compliance of any of the clauses stipulated in the RFP
   F. With lesser validity period

II. All responsive Bids will be considered for further processing. The DEPARTMENT will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process define in this RFP document. The decision of the Committee will be final in this regard.

11 Criteria for Evaluation

- Pre-Qualification evaluation: The Bidder shall be examined prima facie to substantiate the compliance with the Bidder's eligibility criteria as set out for this project in terms of organizational, financial and technical experience etc. The bid will be rejected, in case it does not meet the Pre-qualification criteria. The next stage of the evaluation will be an assessment of the technical bid.

- Technical evaluation: Based on the short-listing of the pre-qualified Bidders, the Committee will proceed to a detailed evaluation of the Technical Bids of such pre- qualified Bidders in order to determine whether they are substantially responsive to the requirements set forth in the Request for Proposal. In order to reach such a determination, Evaluation committee will examine the information supplied by the Bidders, and shall evaluate the same as per the evaluation criteria specified in this RFP.

- Proposal may be rejected at any stage of the evaluation if it is found that the company has provided misleading information or has been black listed by a central or any state government or has indulged in any malpractice/ unethical practice and has not honored contractual obligation elsewhere;

- After the technical evaluation is completed and approved, DEPARTMENT shall inform the Bidders who have submitted proposals, the detailed compliance of their Technical Proposals, and shall notify those Bidders whose Proposals did not meet the minimum technical criterion or were considered non-

responsive to the RFP, that their Financial Proposals will be returned unopened after completing the evaluation process. DEPARTMENT shall simultaneously notify in writing to the Bidders that have complied with the Technical Criterion specified in the RFP the date, time and location for opening the Financial Proposals.

- Please note that no conditional bid will be entertained.

11.1 Pre-Qualification Criteria

S No	Requirement	Criteria	Documents Required
1	Legal Entity	The Bidder should be a firm/sole proprietor, partnership or company registered under Indian Companies Act 1956/2013.	Certificate of Incorporation/Proprietorship Certificate/Partnership Certificate
2	GST certificate	The bidder should be GST registered	GST Registration certificate
3	Turnover	The bidder in its name must have average annual turnover of INR 25 lakhs for the last two years ended on 31/03/2022.	Certificate from Statutory Auditor confirming the same
4	Not Blacklisted	The agency should not be blacklisted by any State/ Central Govt of India	Self-Declaration

11.2 General Evaluation Elaboration

An evaluation committee so constituted by the DEPARTMENT will evaluate the bids as per the following pattern:

1 Conditional bids shall be summarily rejected.

2 Evaluation committee will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.

3 Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, his bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

4 The Tenderer is expected to submit all documents along with General Bid for General

Evaluation, in case document is not provided or provided but not a valid document, then the same parameter shall not be considered for marking for the specific Bidder. It is the Bidder's responsibility that all documents pertaining to every parameter of "General Evaluation Elaboration" needs to be submitted and tagged/referenced to the evaluation parameter.

5 The Tenderer may conduct clarification meetings with each or any bidder to discuss any matters, technical or otherwise.

6 Further, the scope of the evaluation committee also covers taking of any decision with regard to the RFP, execution/ implementation of the project including management period.

11.3 Technical Bid Evaluation Criteria

S No	Requirement	Documents Required	Marks
1	The bidder must have minimum 3 years of experience as on 31st Mar 2022 in providing desktop/ Printers/Scanners. Work order/Completion certificate must be provided for minimum 3 projects.	03-05projects = 25 Marks Or 6-9 projects = 30 Marks Or More than 10 projects = 35 Marks	35
2	The bidder must have successfully executed work orders of supply of laptop/desktop/printer/scanner of minimum value 10 lakhs in the last five years ended on 31 March 2022. The bidder shall submit copy of work order for these projects indicating number of items supplied and total value of the order for each project. The bidder shall submit work order and completion certificate.	One Purchase Order of worth more than Rs 30 Lakhs: 40 points OR One Purchase Order of worth Rs 21-30 lakhs: 35 points OR One Purchase Order of worth Rs 10-20 lakhs:25 points	40

3	The vendor should have minimum 20 qualified support staff to provide quality service support. Certificate from HR must be attached.	For 20- 25: 20 marks Or For more than 26 resources : 25 marks	25

11.4 Financial Bid Evaluation

a) The Financial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.

b) Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.

c) The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.

d) Any conditional bid would be rejected.

e) Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".

f) If there is no price quoted for certain material or service, the bid shall be declared as disqualified.

g) The Total Bid Price, as computed by the Purchaser shall be used for the purpose of commercial evaluation of bids.

11.5 Award Criteria

The Contract will be awarded on Lowest cost Method. The bidder quoting the lowest value will be awarded the Job.

11.6 Right to Accept Any Proposal and to Reject Any or All Proposal(s)

The DEPARTMENT reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the DEPARTMENT action.

11.7 Contract Finalization and Award

a. The DEPARTMENT shall reserve the right to negotiate with the bidder(s) whose proposal has been most responsive. On this basis the draft contract agreement would be finalized for award &signing.

b. The DEPARTMENT may also like to reduce or increase the quantity of any item in the Scope of Work defined in the RFP. Accordingly, total contract value may change on the basis of the rates defined in the

financial proposal.

11.8 Signing of Contract

After the DEPARTMENT notifies the successful bidder that its proposal has been accepted, the DEPARTMENT shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between the DEPARTMENT and the successful bidder. The Draft Legal Agreement is provided as a separate document as a template.

11.9 Failure to Agree with the Terms and Conditions of the RFP

i) Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event the DEPARTMENT may award the contract to the next best value bidder or call for new proposals from the interested bidders.
ii) In such a case, the DEPARTMENT shall invoke the PBG of the most responsive bidder

12. Annexure

Annexure I: TECHNICAL BIDTEMPLATES

The bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Technical Evaluation Criteria.

Technical Proposal shall comprise of following forms:
Forms to be used in Technical Proposal:
Form 1: Undertaking on Total Responsibility
Form 2: Particulars of the Bidder
Form 3: Bank Guarantee for Earnest Money Deposit
Form 4: Non-Blacklisting Form

Annexure II: FINANCIAL PROPOSAL TEMPLATE

Forms to be used in Commercial Proposal
Form 1: Financial Proposal
Form 2: Performance Bank Guarantee

Form 1: Undertaking on Total Responsibility

No. Date:
To:

Dear Sir,

Sub: Self certificate regarding Total Responsibility

This is to certify that we undertake total responsibility for the successful delivery of the Desktops, Laptops, Photocopier machines, Printers and Scanners at the DEPARTMENT, as per the requirements of the RFP.

Thanking you,
Yours faithfully

(Signature of the Authorized signatory of the Bidding Organisation)

Name :
Designation :
Date :
Time :
Seal :
Business Address:

Form 2: Particulars of the Bidder

Details of the Bidder(Company)		
1.	Name of the Bidder	
2.	Address of the Bidder	
3.	Status of the Company (Public Ltd/Pvt. Ltd)	
4.	Details of Incorporation of the Company	
5.	Valid GST no.	
6.	Permanent Account Number(PAN)	
7.	Name & Designation of the contact person to whom all references shall be made regarding this tender	
8.	Telephone No. (with STD Code)	
9.	E-Mail of the contact person:	
10.	Fax no (with STD code)	

Form 3: Bank Guarantee for Earnest Money Deposit

To,

<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<email id>

Whereas <Name of the bidder> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP #<RFP Number> dated<Date> for <Name of the assignment> (hereinafter called "the Bid") to the DEPARTMENT

Know all Men by these presents that we <> having our office at <Address>(hereinafter called "the Bank") are bound unto the DEPARTMENT (hereinafter called "the Purchaser") in the sum of Rs. <Amount in figures>(Rupees<Amount in words> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <Date>

The conditions of this obligation are:

1) If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2) If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
    a) Withdraws his participation from the bid during the period of validity of bid document; or
    b) Fails or refuses to participate in the subsequent Tender process after having been short listed;

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

FORM 5: SELF-DECLARATION ABOUT NON-BLACK-LISTING

SELF-DECLARATION ABOUT NON BLACK-LISTING

(On the Letterhead of the Bidder and to be submitted/ uploaded online)

Date : _____

To,

AIG, Registration

Prohibition, Excise and Registration Department

Patna, Bihar

Subject: E-Tender for 'Empanelment of Vendors for Supply , Installation and Commissioning of Desktops, Printers and Scanners", Tender No: Hardware/Registration/01

Sir,

In response to tender under reference, I/ We hereby declare that presently our firm is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any Central/ State Govt. Department, Public Sector Undertakings, Autonomous Bodies, Academic Institutions and Commercial Organizations.

We further declare that presently our firm is also not blacklisted/ debarred and not declared ineligible for any reason other than corrupt & fraudulent practices by any Central/ State Govt. Department, Public Sector Undertakings, Autonomous Bodies, Academic Institutions and Commercial Organizations.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our performance security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Yours faithfully,

(Name & signature with stamp of the bidder)

Form 1: Financial Proposal

A) Monthly Rental rate of Hardware and Manpower: -

S.No	Item	Unit Rate (INR)	Applicable Taxes (INR)	Total rate (INR)
1	Monthly rental rate of below hardware including maintenance:			
(a)	Desktop PC including accessories like UPS, Motherboard, Optical mouse etc			
(b)	Laser Printer			
(c)	Multifunctional Printer			
(d)	ADF Scanner			
(e)	Bookscanner			
(f)	Webcamera			
(g)	Biometric (Aadhar based)			
2	Monthly rate per person for the day-to-day support or fixing of any issues relating to working of computers or any other hardware supplied			

Form 2: Performance Bank Guarantee

PERFORMANCE SECURITY:

<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<email id>

Whereas, <name of the supplier and address>(hereinafter called "the bidder") has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <name of the assignment> to the DEPARTMENT (hereinafter called "the beneficiary")

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, **<Name of Bank>** a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office>have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of **Rs.<Insert Value>(Rupees <Insert Value in Words> only)** and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs.**<Insert Value>(Rupees<Insert Value in Words> only)** as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <*Insert Date*>)

Notwithstanding anything contained herein:

I. Our liability under this bank guarantee shall not exceed **Rs. <Insert Value>(Rupees <Insert Value in Words> only).**
II. This bank guarantee shall be valid up to <*Insert Expiry Date*>)
It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <*Insert Expiry Date*>) failing which our liability under the guarantee will automatically cease.