

**Government of Chhattisgarh
Commissioner Land Records**



**Bidding Document
Supply of High End Desktop Computers
&
Multifunction Laser Printers**

Unit Price Contract

Under the

E-Court Scheme

Issued on: 30 Nov. 2016

Invitation for Bids No. : 3967

**Purchaser: Director Land Records, First Floor Block-2, Indrawati Bhawan
Naya Raipur, Chhattisgarh**

Country: India

Table of Contents

PART 1 – Bidding Procedures

Section I.	Instructions to Bidders.....	I-1
Section II.	Bid Data Sheet	II-1
Section III.	Evaluation and Qualification Criteria	III-1
Section IV.	Bidding Forms	IV-1

PART 2 – Supply Requirements

Section V.	Schedule of Supply	V-1
------------	--------------------------	-----

PART 3 – Conditions of Contract and Contract Forms

Section VI.	General Conditions of Contract	VI-1
Section VII.	Special Conditions of Contract	VII-1
Section VIII.	Contract Forms.....	VIII-1

LIST OF IMPORTANT DATES

PRESS NOTICE

INVITATION FOR BIDS

GOVERNMENT OF CHHATTISGARH

Office of the Commissioner Land Records

CHHATTISGARH "E Court" SCHEME

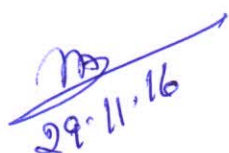
SECOND CALL

LIST OF IMPORTANT DATES

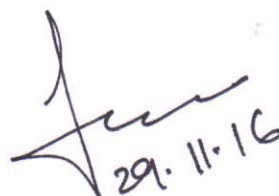
In accordance with Chhattisgarh Shashan Bhandar Kraya Niyam, 2002 Rule 4.12
For Tender/BID No.3967 Time Schedule is as below:-

1. Name of Work: Supply of High End Desktop Computers and multifunction laser printers .
2. Completion Period: **6 Weeks**
3. Date of Issue of Invitation for Bid: **30 November 2016**
4. Key Dates

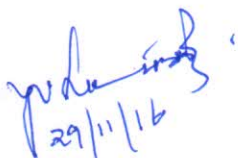
S. No.	WRD Stage	Bidder's stage	From		To		Remarks
			Date	Time	Date	Time	
1	2	3	4	5	6	7	8
1	Release of IFB		30/11/2016	10.30	03/12/2016	16.00	
2	Bid submission	With EMD and Tender Fees	05/12/2016	10.30	16/12/2016	15.00	Technical Bid envelop I and Financial Bid envelop II
3	Open Docs/Technical Bid	EMD/PQ Bidders or their authorized representative must have to be present	16/12/2016	16.00			Technical Bid envelop I including EMD
4	Evaluation of technical bid		19/12/2016	10.30	21/12/2016	15.00	Technical Bid envelop I including EMD
5	Open Financial / Price-bid (Tentative Dates exact dates will be intimated to the pre-qualified bidders only).	Bidders or their authorized representative must have to be present	22/12/2016	15.00			Financial Bid envelop II
6	Evaluation of Price Bid		23/12/2016	10.30	28/12/2016	15.00	Financial Bid envelop II
7	Price Bid publish in web site ((Tentative Dates exact dates will be intimated to the qualified bidder only).		29/12/2016	11.30	-	-	
8	Tender Award		30/12/2016	10.30			

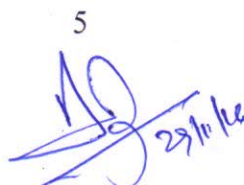

29.11.16


29.11.16


29.11.16


29.11.16


29/11/16

5

29/11/16

**OFFICE OF THE COMMISSIONER LAND RECORDS
GOVERNMENT OF CHHATTISGARH,
RAIPUR (C.G)**

Tender Notice

(2nd call)

Tender No 3967

, Raipur, Dated:30/11/2016

Tenders are invited for the following works up to 16/12/2016 by 15.00 Hours (IST)

- | | |
|------------------------|---|
| 01. Name of Work | :- Supply of High End Desktop Computers and multifunction laser printers. |
| 02. Amount of Contract | :- ₹ 954.80 lakhs APPROX. |
| 03. Completion Time | :- 6 Weeks |

The tender documents can be downloaded online directly from the web site of Government Of Chhattisgarh <http://revenue.cg.nic.in> till 16/12/2016.

Gr. No.	System Bid No.	Name of work/Service	Probable Amount of Contract. (₹)	Earnest Money Deposit (EMD) (₹)	Bid Submission fees (₹)	Total Numbers of Items	Time allowed for completion from the date of issue of work order
1	2	3	4	5	6	7	8
1		Supply of High End Desktop Computers	954.80 lacs	47.54 lacs	2000.00	1540	6weeks
2		Multifunction Laser Printer				770	
Total			954.80 lacs	47.54 lacs	2000.00		


Director
Land Record, Raipur
Chhattisgarh

Endt. No. / /

Raipur. Dated.

Copy is forwarded to:-

1. The Secretary, Revenue Department, Mantralaya, Mahanadi Bhawan, Naya Raipur C.G.
2. The Director, Public Relation Directorate, C.G. Raipur for information and publication of tender notice through Newspapers as per rule
3. Notice Board.


Director
Land Record, Raipur
Chhattisgarh

Section I. Instructions to Bidders

Table of Contents

A.	General	3
1.	Scope of Bid.....	3
2.	Corrupt Practices	3
3.	Eligible Bidders.....	4
4.	Eligible Goods and Related Services	4
B.	Contents of Bidding Document.....	4
5.	Sections of the Bidding Document	5
6.	Clarification of Bidding Document.....	5
7.	Amendment of Bidding Document	5
C.	Preparation of Bids	6
8.	Cost of Bidding	6
9.	Language of Bid.....	6
10.	Documents Comprising the Bid.....	6
11.	Bid Submission Sheet and Price Schedules.....	7
12.	Alternative Bids	7
13.	Bid Prices and Discounts.....	7
14.	Currencies of Bid	8
15.	Documents Establishing the Eligibility of the Bidder.....	8
16.	Documents Establishing the Eligibility of the Goods and Related Services.....	8
17.	Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document	9
18.	Documents Establishing the Qualifications of the Bidder	9
19.	Period of Validity of Bids.....	10
20.	Bid Security	10
21.	Format and Signing of Bid	11
D.	Submission and Opening of Bids	11
22.	Sealing and Marking of Bids	11
23.	Deadline for Submission of Bids	12
24.	Late Bids.....	12
25.	Withdrawal, Substitution, and Modification of Bids	12
26.	Bid Opening.....	12

E.	Evaluation and Comparison of Bids	13
27.	Confidentiality.....	13
28.	Clarification of Bids	13
29	Deviations, Reservations, and Omissions.....	13
30	Determination of Responsiveness	14
31	Correction of Arithmetical Errors	14
32	Evaluation of Bids	15
33.	Comparison of Bids	16
34.	Postqualifi-cation of the Bidder	16
35.	Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids.....	16
F.	Award of Contract.....	16
36.	Award Criteria.....	16
37.	Purchaser's Right to Vary Quantities at Time of Award.....	16
38.	Notification of Award.....	17
39.	Signing of Contract.....	17
40.	Performance Security.....	17

A. General	
1. Scope of Bid	1.1 The Purchaser indicated in the BDS issues this Bidding Document for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Supply.
	1.2 Throughout this Bidding Document : (a) the term “in writing” means communicated in written form with proof of receipt; (b) if the context so requires, singular means plural and vice versa; and (c) “day” means calendar day.
2. Corrupt Practices	2.1 : Department of Revenue and Disaster Management ,Govt. Of Chhattisgarh ,unless otherwise specified in General Clausses Act , hereby (a) defines, for the purposes of this provision, the terms set forth below as follows: (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party; (ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; (iii) “coercive practices” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; (iv) “collusive practices” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

	b. Will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract.
3. Eligible Bidders	<p>3.1 A Bidder may be a natural person, private entity, government-owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). In the case of a JV:</p> <p>(a) all parties to the JV shall be jointly and severally liable; and</p> <p>(b) a JV shall nominate a Representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.</p>
4. Eligible Goods and Related Services	<p>4.1 For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, transportation, installation, commissioning, training, and initial maintenance.</p> <p>4.2 The term “country of origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.</p> <p>4.3 The nationality of the firm that produces, assembles, distributes, or sells the goods shall not determine their origin.</p>
B. Contents of Bidding Document	
5. Sections of the Bidding Document	<p>5.1 The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 7.</p>

	<p>PART 1 Bidding Procedures</p> <ul style="list-style-type: none"> • Section I. Instructions to Bidders (ITB) • Section II. Bid Data Sheet (BDS) • Section III. Evaluation and Qualification Criteria • Section IV. Bidding Forms <p>PART 2 Supply Requirements</p> <ul style="list-style-type: none"> • Section V Schedule of Supply <p>PART 3 Conditions of Contract and Contract Forms</p> <ul style="list-style-type: none"> • Section VI. General Conditions of Contract (GCC) • Section VII. Special Conditions of Contract (SCC) • Section VIII. Contract Forms
	<p>5.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.</p> <p>5.3 The Purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the Purchaser.</p> <p>5.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document, may result in the rejection of the Bid.</p>
6. Clarification of Bidding Document	<p>6.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address indicated in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than fifteen (15) days prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Document directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB 7 and 23.2.</p>
7. Amendment of Bidding Document	<p>7.1 At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda.</p>

	7.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser.
	7.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB 23.2
	C. Preparation of Bids
8. Cost of Bidding	8.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
9. Language of Bid	9.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the BDS .
10. Documents Comprising the Bid	10.1 The Bid shall comprise the following: <ul style="list-style-type: none"> (a) Bid Submission Sheet and the applicable Price Schedules, in accordance with ITB Clauses 11, 13, and 14; (b) Bid Security or Bid-Securing Declaration, in accordance with ITB 20, if required; (c) alternative bids, if permissible, in accordance with ITB 12; (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 21; (e) documentary evidence in accordance with ITB 15 establishing the Bidder's eligibility to bid; (f) documentary evidence in accordance with ITB 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin; (g) documentary evidence in accordance with ITB Clauses 17 and 30, that the Goods and Related Services conform to the Bidding Document; (h) documentary evidence in accordance with ITB 18 establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and

	(i) any other document required in the BDS .
11. Bid Submission Sheet and Price Schedules	11.1 The Bidder shall submit the Bid Submission Sheet using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
	11.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms.
12. Alternative Bids	12.1 Alternative bids shall not be considered.
13. Bid Prices and Discounts	13.1 The prices and discounts quoted by the Bidder in the Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below.
	13.2 All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.
	13.3 The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid excluding any discounts offered.
	13.4 The Bidder shall quote any unconditional discounts and the methodology for their application in the Bid Submission Sheet.
	13.5 The terms EXW, CIF, CIP and other similar terms shall be as specified in the BDS.
	<p>13.5 Prices shall be quoted as specified in each price schedule included in section-IV. Bidding forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of bids by the purchaser. This shall not in any way limit the purchasers right to contract on any of the terms offered</p> <p>(a) For goods offered from within the purchasers country</p> <p>(i) The price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off the</p>

	<p>shelf, as applicable) , including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of goods quoted ex works, or ex factory or on the previously imported goods of foreign origin quoted ex warehouse, ex showroom, or off the shelf,</p> <p>(ii) Sales tax and all other taxes applicable in the purchasers country and payable on the goods if the contract is awarded for the bidder, and</p> <p>(iii) The Total price for the item</p>
	<p>13.7 If so indicated pursuant to ITB 1.1, Bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the BDS, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction for the award of more than one Contract shall specify the applicable price reductions in accordance with ITB 13.4, provided the bids for all lots are submitted and opened at the same time.</p>
14. Currencies of Bid	<p>14.1 Bidders shall express their bid price in Indian Rupees.</p>
15. Documents Establishing the Eligibility of the Bidder	<p>15.1 To establish their eligibility in accordance with ITB 4, Bidders shall:</p> <p>(a) complete the eligibility declarations in the Bid Submission Sheet, included in Section IV, Bidding Forms; and</p> <p>(b) if the Bidder is an existing or intended JV in accordance with ITB 3.1, submit a copy of the JV Agreement, or a letter of intent to enter into such an Agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended JV, as appropriate.</p>
16. Documents Establishing the Eligibility of the Goods and Related Services	<p>16.1 To establish the eligibility of the Goods and Related Services, in accordance with ITB 4, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.</p>

17. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document	<p>17.1 To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods and Related Services conform to the requirements specified in Section V, Supply Requirements.</p> <p>17.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of Section V, Schedule of Supply.</p>
	<p>17.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Section V, Schedule of Supply, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Section V, Schedule of Supply.</p>
18. Documents Establishing the Qualifications of the Bidder	<p>18.1 The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Purchaser's satisfaction that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.</p> <p>18.2 If so required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's country.</p> <p>18.3 If so required in the BDS, a Bidder that does not conduct business within the Purchaser's Country shall submit evidence that it will be represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical</p>

	Specifications.
19. Period of Validity of Bids	19.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser. A Bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.
	19.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.
20. Bid Security	20.1 Bid Security as specified in the BDS . Bid Security, the amount shall be as specified in the BDS .
	20.2 If a bid security is specified pursuant to ITB 20.1, the bid security shall be in FDR from a reputable bank within India. The Bid Security shall be valid for twenty-eight days (28) beyond the end of the validity period of the bid. This shall also apply if the period for bid validity is extended.
	20.3 If a bid Security is required in accordance with ITB 20.1, any Bid not accompanied by an enforceable and compliant Bid Security in accordance with ITB 20.2, shall be rejected by the Purchaser as nonresponsive.
	20.4 If a Bid Security is specified pursuant to ITB 20.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder furnishing of the signed Contract Agreement and the Performance Security pursuant to ITB 40.
	20.5 If a Bid Security is specified pursuant to ITB 21.1, the Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract Agreement and furnished the required Performance Security.
	20.6 The Bid Security may be forfeited or the Bid-Securing Declaration executed:

	<p>(a) if a Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB 19.2; or</p> <p>(b) if the successful Bidder fails to:</p> <p>(i) sign the Contract in accordance with ITB 39; or</p> <p>(ii) furnish a Performance Security in accordance with ITB 40.</p>
	20.7 The Bid Security or the Bid-Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or the Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in ITB 15.1.
21 Format and Signing of Bid	21.1 The Bidder shall prepare original documents comprising the Bid as described in ITB 10 and clearly mark it "ORIGINAL.
	21.2 The original Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid.
	21.3 Any amendments such as interlineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.
D. Submission and Opening of Bids	
22 Sealing and Marking of Bids	22.1 Bidders always submit their bids by hand.
	22.2 Bidders submitting bids by hand shall enclose the original Bid, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", The rest of the procedure shall be in accordance with ITB 22.3 and 22.4.
	22.3 The inner and outer envelopes shall: <p>(a) bear the name and address of the Bidder;</p> <p>(b) be addressed to the Purchaser in accordance with ITB 23.1;</p>

	<p>(c) bear the specific identification of this bidding process pursuant to ITB 1.1 and any additional identification marks as specified in the BDS; and</p> <p>(d) bear a warning not to open before the time and date for bid opening, in accordance with ITB 26.1.</p>
	22.4 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.
23 Deadline for Submission of Bids	23.1 Bids must be received by the Purchaser at the address and no later than the date and time indicated in the BDS .
	23.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 7, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
24 Late Bids	24.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 23. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
25 Withdrawal, Substitution, and Modification of Bids	25.1 No Bid shall be withdrawn, substituted, or modified once submitted
26 Bid Opening	26.1 The Purchaser shall conduct the bid opening in public at the address, date and time specified in the BDS .
	26.2 All other envelopes shall be opened one at a time, and the following read out and recorded: the name of the Bidder and whether there is a modification; the Bid Prices (per lot if applicable), any discounts and alternative offers; the presence of a Bid Security, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out and recorded at bid opening shall be considered for evaluation. No Bid shall be rejected at bid opening except for late bids, in accordance with ITB 24.1.
	26.3 The Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price,

	per lot if applicable, any discounts and alternative offers if they were permitted; and the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted bids in time, The Bidders' representatives who are present shall also be requested to sign an attendance sheet.
E. Evaluation and Comparison of Bids	
27. Confidentiality	27.1 Information relating to the examination, evaluation, comparison, and postqualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract award; thereafter, information will be disclosed in accordance with ITB 38.3.
	27.2 Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and postqualification of the Bids or Contract award decisions may result in the rejection of its Bid.
	27.3 Notwithstanding ITB 27.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.
28 Clarification of Bids	28.1 To assist in the examination, evaluation, comparison and post-qualification of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder with regard to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Bids, in accordance with ITB 32.
29 Deviations, Reservations, and Omissions	20.1 During the evaluation of bids, the following definitions apply: (a) "Deviation" is a departure from the requirements specified in the Bidding Document; (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements

	<p>specified in the Bidding Document; and</p> <p>©“Omission” is the failure to submit part or all of the information or documentation required in the Bidding Document.</p>
30.Determination of Responsiveness	<p>30.1 The Purchaser’s determination of the responsiveness of a Bid is to be based on the contents of the Bid itself, as defined in ITB10.</p>
	<p>30.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,</p> <ul style="list-style-type: none"> (a) if accepted, would: <ul style="list-style-type: none"> (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in Section V, Schedule of Supply; or (ii) limits in any substantial way, inconsistent with the Bidding Document, the Purchaser’s rights or the Bidder’s obligations under the proposed Contract; or (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
	<p>30.3 The Purchaser shall examine the technical aspects of the bid in particular, to confirm that all requirements of Section V, Schedule of Supply have been met without any material deviation or reservation.</p>
31Correction of Arithmetical Errors	<p>31.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:</p> <ul style="list-style-type: none"> (a) 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, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected; (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and (c) if there is a discrepancy between words and figures,

	the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
	31.2 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected.
32 Evaluation of Bids	32.1 The Purchaser shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
	32.2 To evaluate a Bid, the Purchaser shall only use all the criteria and methodologies defined in this Clause and in Section III, Evaluation and Qualification Criteria. No other criteria or methodology shall be permitted.
	32.3 To evaluate a Bid, the Purchaser shall consider the following: <ul style="list-style-type: none"> (a) the bid price as quoted in accordance with ITB 13; (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1; © price adjustment due to discounts offered in accordance with ITB 13.4; and (d) price adjustment due to application of the evaluation criteria specified in Section III, Evaluation and Qualification Criteria. These criteria may include factors related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services which shall be expressed to the extent practicable in monetary terms to facilitate comparison of bids unless otherwise specified in Section III.
	32.4 The purchasers evaluation of a bid will exclude and not take into account, <ul style="list-style-type: none"> (a) In the case of goods offered from within the purchasers country, all sales tax and all other taxes applicable in the purchaser country and payable on the goods if the contract is awarded to the bidder, (b) In the case of goods offered from outside the purchaser country, all customs duties, sales tax and other taxes, applicable in the purchaser country and payable on the goods if the contract is

	<p>awarded to the bidders, and</p> <p>(c) any allowance for price adjustment during the period of performance of the contract, if provided in the bids.</p>
33 Comparison of Bids	The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB 32.
34 Post-qualification of the Bidder	34.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the Contract satisfactorily.
	34.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 18.
	34.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
35 Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids	35.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.
F. Award of Contract	
36 Award Criteria	36.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
37 Purchaser's Right to Vary Quantities at Time of Award	37.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Supply, provided this does not exceed the percentages indicated in the BDS , and without any change in the unit prices or other terms and

	conditions of the Bid and the Bidding Document.
38 Notification of Award	38.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.
	38.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
	38.3 The purchaser will publish on its own departmental website http://revenue.cg.nic.in the results identifying the bid and lot numbers and the following information, (i) name of each bidder who submitted a bid, (ii) bid prices as read out at bid opening, (iii) name and evaluated prices of each bid that was evaluated (iv) name of bidders whose bids were rejected and the reasons for their rejection, and (v) name of the winning bidder, and the price it offered, as well as the duration and summary scope of the contract awarded .
39 Signing of Contract	39.1 Promptly after notification, the bidder shall sign the Contract Agreement and the Special Conditions of Contract.
	39.2 Within twenty-eight (28) days of receipt award of notification the successful Bidder shall sign, the contract agreement.
40 Performance Security	40.1 Within twenty-eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section VIII, Contract Forms, or another form acceptable to the Purchaser.
	40.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

Section II. Bid Data Sheet

This Section includes provisions that are specific to each procurement and that supplement Section I, Instructions to Bidders. Whenever there is a conflict, the provisions herein shall prevail over those in Section I.

A. Introduction	
ITB 1.1	The Purchaser is: Director Land Record, First Floor Block-2 Indrawati Bhawan Naya Raipur, Chhattisgarh
ITB 1.1	The name of the tender is: Supply of High End Desktop Computers and multifunction laser printers
ITB 2.1	The name of the Project is: E-Court Scheme
B. Bidding Document	
ITB 6.1	<p>For clarification purposes only, the Purchaser's address is:</p> <p>Attention: Director Land Records,</p> <p>Address: First Floor Block-2 Indrawati Bhawan Naya Raipur, Chhattisgarh</p> <p>Country: India</p> <p>Telephone: +91-771-2234583</p> <p>Fax Number: +91-771-2237480</p> <p>Electronic mail address: clr-cg@nic.in</p>
C. Preparation of Bids	
ITB 9.1	The language of the Bid is: English.
ITB 10.1 (i)	<p>The Bidder shall submit the following additional documents with its Bid:</p> <p>Documents Establishing Bidders Eligibility and Qualifications</p> <ul style="list-style-type: none"> The Bidder shall furnish, as part of its offer, documents establishing the Bidder's eligibility to participate in the bid and its qualifications to perform the Contract as mentioned in Pre Qualification Criteria section.

	<ul style="list-style-type: none"> • The Bidder shall also enclose Certificate/Undertaking that the Bidder has quoted for all the items specified in the price schedule. • Letter for acceptance of all Terms and Conditions of the bid document, and Power of Attorney in favor of the person signing the bids. • The Bidder shall enclose documentary proof of his qualifications <p>The technical bid must contain -</p> <ul style="list-style-type: none"> • Authorised signatory certificate from the appropriate authority. • Authority letter from principal manufacturer (applicable only for authorised agent of Original Equipment Manufacturer herein referred as "OEM") as per annexure G. • Commitment letter for service support from the principal manufacturer as per annexure H. • The Technical information of the products being offered along with brochure etc. • Any other terms and conditions from bidder (Please, note that the terms may or may not be acceptable to Purchaser). • Last three years audited balance sheet / CA certified turnover copy. • Copy/Copies of successfully single/Multiple executed order for supply of minimum 1540 No's of computers and 770 Multifunction Laser Printer. • If bidder is authorized dealer for contracted item than submit a dealer certificate. • Certificates of Company Registration as per Govt. Rules. • Proof / declaration of local support office in Chhattisgarh.. • Provide Service Tax Registration Certificate if Bidder is coming under service Tax Act . If Bidder are not covered under Service Tax Act as per Government rule then declaration from CA is required. • VAT/CST Certificate copy of bidder. • Copy of PAN Certificate <p>Earnest Money Deposit</p> <p>The Bidder shall furnish, as part of the Bid, 47,54,000/- Forty Seven Lacs Fifty four Thousand as Earnest Money Deposit (EMD) along with their offer.</p> <p>The Earnest Money shall be in the form of Fixed Deposit Receipt of a scheduled Nationalized bank, issued in favour the Deputy Commissioner Land Records, Raipur (CG). The Fixed Deposit Receipt shall be valid for six months or more after the deadline for submission of bids.</p>
--	--

	<p>In case of non receipt of Earnest Money before the dates mentioned in the Key dates, bids shall be rejected by the department as non-responsive.</p> <p>The Earnest Money of unsuccessful bidders will be returned within 30 days after the end of Bid validity period.</p> <p>The Earnest Money of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.</p> <p>The Earnest Money may be forfeited:</p> <ul style="list-style-type: none"> a) if the Bidder withdraws the Bid after bid opening (technical bid) during the period of Bid validity; b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to <ul style="list-style-type: none"> i. sign the Agreement; and/or ii. Furnish the required Performance Security.
ITB 13.7	The prices quoted by the Bidder shall be: Non-Adjustable.
ITB 13.8	<p>Prices quoted for each lot shall correspond at least to 100 % of the items specified for each lot.</p> <p>Prices quoted for each item of a lot shall correspond at least to 100 % of the quantities specified for this item of a lot.</p>
ITB 18.2	The Bidder shall be required to include with its bid, the Manufacturer's Authorization.
ITB 19.1	The bid validity period shall be 120 days.
ITB 21.2	The written confirmation of Authorization to sign on behalf of the Bidder shall consist of a Power of Attorney
ITB 37.1	The Total Quantity shall not vary more than or equal to 20%.

D. Submission and Opening of Bids	
ITB 22.1	Bidders shall only have the option for bidding and qualification documents to be deposited by hand to the tender calling office. .
ITB 22.3 (c)	The additional identification marks are: “Bid for supply of High End Desktop Computer and multifunction laser printers”
ITB 23.1	<p>For bid/qualification submission purposes only, the Purchaser’s address is :</p> <p>Director Land Records, First Floor Block-2 Indrawati Bhawan Naya Raipur, Chhattisgarh</p> <p>Country: India</p> <p>Telephone:+91-771-2234583</p> <p>Fax Number: +91-771-2237480</p> <p>Electronic mail address: clr-cg@nic.in</p>
ITB 23.1	<p>The deadline for bid submission is:</p> <p>Date: 07.11.2016</p> <p>Time: 15.30 Hrs</p>
ITB 26.1	<p>The bid opening (as per key dates)shall take place at:</p> <p>Director Land Record, First Floor Block-2 Indrawati Bhawan Naya Raipur, Chhattisgarh</p> <p>Country: India</p>

Section III. Evaluation and Qualification Criteria

Table of Criteria

1. Evaluation Criteria

- 1.1. Scope
- 1.2. Multiple Contracts
- 1.3. Technical Criteria
- 1.4. Economic Criteria

2. Qualification Criteria

- 2.1. Financial Criteria
- 2.2. Experience Criteria
- 2.3. Supply Capacity
- 2.4. Litigation History

1. Evaluation Criteria

In pursuant to the sub-clause ITB 36.2, the Purchaser has framed following criterion for evaluation of bids. These shall apply.

1.1. Scope

1.1.1 The scope of work necessarily, but not exclusively includes the following activities:-

- a. **On behalf of Governor of Chhattisgarh Director Land Records First Floor, Block -2, Indrawati Bhawan, Naya Raipur** is inviting BID from experience Bidder's those having experience in supply of same equipment in last 3 Years. Bidder scope of work for supply of material is defined in Annexure I.
- b. The bidder will be required to deliver the items at, as per the address for delivery, to be intimated to the successful bidder(s).
- c. The bidder shall provide spares and necessary support to Director Land Records on technical issues for all equipment. The support terms should be clearly mentioned in the bid.
- d. The equipment & peripherals must be supported for five years from the date of supply & the bidder should indicate the proposed arrangement / spare parts stocking for providing high quality service.
- e. The successful bidder shall have to supply all necessary accessories along with the supplied goods viz. appropriate cable, power supply cords/wires/ cables etc. and appropriate licenses, device drivers and documentation that may be required, whether mentioned or not mentioned in the tender, for successful acceptance of the quoted product by Director Land Records
- f. The bidders are expected to accept all technical/commercial terms & conditions mentioned in the bid document. Any deviations in the terms and conditions should be clearly mentioned. The Purchaser however, reserves the right to reject any or all of the offers with deviation.
- g. All the items should be delivered within **6 weeks' time** from the date of placement of order.
- h. Bidder will deliver all the materials at **respective Divisional Commissioner's HQs Collector's HQs & Tehsils HQs and various locations the details whereof shall be made available to the qualifying bidder.**
- i. Cost of transit Insurance for the materials is to be borne by the vendor.
- j. Bidder will provide 5 year onsite warranty at all locations. Calls will be closed within two days of placing a call to OEM.

- k. Bidder shall maintain support spares at Chhattisgarh office.
- l. The Bidder shall bear all the cost and expenses associated with onsite warranty support to all locations and all machines supplied at various locations.
- m. If more than 50 No's of systems down in a duration of one month due to failure of particular part, In this case Bidder shall replace same faulty part of all the systems onsite on his own cost .
- n. Bidder shall provide one sample system when asked for testing, free of cost as per the configuration quoted for technical evaluation under E-Court software application environment before opening of Price Bid.
- o. Testing will be done by consignee at respective locations/offices to which systems are to be supplied of Chhattisgarh

1.1.2 Taxes

The price for sale tax, entry tax, and other taxes shall not be considered for evaluation of bids in accordance with ITB 32.4.

1.2. Multiple Contracts Not Applicable

1.3. Technical Criterion

The cost of all quantifiable deviations or deficiencies from the technical requirements as specified in Section VI, Schedule of Supply shall be evaluated. The Purchaser will price the highest price, for the cost of these deviations or deficiencies, quoted by the other bidders for the purpose of ensuring fair comparison of Bids

1.4. Economic Criteria

In addition to domicile cost of High End Desktop computers and multifunction Laser Printer the following criterion shall apply.

1.4.1 Adjustment for Deviations from the Terms of Payment

The deviations from the terms of payment as specified in Special Conditions of Contract, Sub-Clause 16.1, are not permitted.

1.4.2 Adjustment for Deviations in the Delivery and Completion Schedule

Deviations from the Delivery and Completion Schedule specified in Section V, Schedule of Supply, are not permitted.

1.4.3 Performance and Productivity of the Desktop Computers.

Deviations of the performance or productivities from those specified in Section V, Schedule of Supply shall not be permitted.

2. Qualification Criteria

2.1 Financial Criteria

Minimum turnover of bidder is ₹ 30 Crore (₹ Thirty Crore) in anyone year of the last three financial year. Submit CA Certified balance sheet as a proof in Tech-commercial bid.

	Item	Details/Value
1	Name of the Company	
2	Name of Head of the company	
3	Mailing Address	
4	Telephone	
5	Fax	
6	Turn over of the company during 2013-14 2014-15 2015-16	
7	Profit of the company during 2013-14 2014-15 2015-16	

2.2. Experience Criteria

The following criteria must strictly be fulfilled by the bidder. The bidder must submit documentary evidence in support of their claim for fulfilling the criteria and they should submit an undertaking on their letterheads to the fairness of these documents while submitting the bid. The bids received without the documentary evidence will be rejected outright.

1. Director Land Records invites Bid from OEM and its authorized single representative of OEM. The OEM may authorize only single representative for bidding this tender. If OEM authorizes more than one representative for bidding this tender, then all bid of that particular OEM brand will be rejected.
2. The Bidder must be a legal entity registered in India under appropriate laws.
3. The Bidding firm has to be a single entity. Consortium or any kind of association of firms if allowed will have to be jointly been for at least three years and executed the similar nature of work jointly.
4. If the bidder is an authorized representative / dealer of the OEM then the authorization letter, is to be enclosed in original from the OEM on the name of such

Authorized representative dealer. The responsibilities and liabilities of such bidder should be mentioned separately.

5. The OEM / Authorized representative should agree and give undertaking that they will give onsite support through local office / support centre / arrangement in Chhattisgarh and keep it operational till the duration of warranty. The address & contact number of the local office / support center / arrangement should be mentioned in the letter.
6. The OEM & bidder (dealer) must submit an undertaking on its letter head that they have not been blacklisted by any State Government/ Central Govt / PSU Department in India .Self declaration is required.
7. Bidder should have an office in Chhattisgarh or he has to maintain an office in Chhattisgarh for support with qualified and sufficient manpower during the warranty period. The OEM bidder can maintain an office in Chhattisgarh for support through its authorized service representative during warranty period.
8. The preferred make are HP/DELL/ACER/LENOVO/ASUS and others who have global presence as well as strong presence in Indian Sub-Continent for sales and services.

The OEM who have dedicated local service center in Chhattisgarh will be preferred.

2.3. Supply Capacity

Bidder should have executed single/Multiple contract for supply of minimum 1540 computers and 770 Multifunction Laser Printers /workstations/servers during last Four years to any state/Central/PSU. Submit supporting documents with material delivery proof in Tech-commercial bid.

2.4. Litigation History

All pending claims, arbitration, or other litigation shall represent in total, not more than 80% of the Bidder's net worth.

Section IV. Bidding Forms

Table of Forms

Bid Submission Sheet	2
Price Schedule For Desktop Computers	4
Price Schedule For Related Services.....	5
Form of Bid Security	6
Manufacturer's Authorization.....	7

Bid Submission Sheet (Technical Envelope-I)

Date:
Invitation for Bid No.:

To:

Director
Land Records,
First Floor Block -2,
Naya Raipur,
Chhattisgarh, India

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No.: _____;
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in the Schedule of Supply, the following Goods and Related Services: _____
_____;
- (c) The discounts offered and the methodology for their application are: _____

_____;
- (d) Our Bid shall be valid for a period of _____ days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) If our Bid is accepted, we commit to obtain a Performance Security in the amount of **5** percent of the Contract Price for the due performance of the Contract;
- (f) We are not participating, as Bidders, in more than one Bid in this bidding process

(If none has been paid or is to be paid, indicate “none.”)

- (g) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (h) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Price Schedule for Goods To Be Offered From Within The Purchaser's Country (Financial Envelope-II)

Name of Bidder _____ IFB Number _____ Page ____ of ____

1	2	3	4	5	6	7	8
Item	Description	Country of Origin	Quantity and Unit of Measurement	Unit Price Excluding Taxes	Total Ex-warehouse Price per item	Sales and Other Taxes Per Item	Total Price per Item including Taxes
					4 x 5		6 + 7
1.	High End Desktop (As mentioned in Schedule of Supply Section V 3.1)		1540				
2	Multifunction Laser Printers (As mentioned in Schedule of Supply Section V 3.3)		770				
Grand Total							

Notes:

Column 4: Unit price shall be inclusive of.
Domestic Value Added comprises domestic labor, the domestic content of materials, domestic overheads and profits from the stage of mining the raw material until final assembly.

Column 6: Currency in accordance with ITB Clause 14
Price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item or the custom duties and sales and other taxes already paid on previously imported items.

Column 8: Payable in the Purchaser's country if Contract is awarded

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

**Manufacturer's Authorization
For High End Desktop Computers
(Technical Envelope-I)**

Date:

Invitation for Bid No. :

To:

Director,
Land Record,
First Floor, Block-2,
Indrawati Bhawan,
Naya Raipur,
Chhattisgarh, India

WHEREAS _____ who are official manufacturers of _____ having factories at _____ do hereby authorize _____ to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us _____ and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm in reply to this Invitation for Bids.

Name _____

In the capacity of: _____

Signed _____

Duly authorized to sign the Authorization for and on behalf of _____

Date _____

**Manufacturer's Authorization
For Multifunction Laser Printers
(Technical Envelope-I)**

Date:
Invitation for Bid No.:

To:

Director,
Land Record,
First Floor, Block-2
Indrawati Bhawan,
Naya Raipur,
Chhattisgarh, India

WHEREAS _____ who are official manufacturers of _____ having factories at _____ do hereby authorize _____ to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us _____ and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm in reply to this Invitation for Bids.

Name _____

In the capacity of: _____

Signed _____

Duly authorized to sign the Authorization for and on behalf of _____

Date _____

Section V. Schedule of Supply

Contents

1. List of Goods and Related Services	V-2
2. Delivery and Completion Schedule.....	V-3
3. Technical Specifications	V-4

1. List of Goods and Related Services

The Desktop Computers and its warranty for 5 year are grouped as below.

1.1. List of Goods

Item No.	Name of Goods	Description	Unit of Measurement	Quantity
1	High End Desktop Computers	High End Desktop Computers (as per Schedule V clause 3.1	Complete Set	1540
2	Multifunction laser printer	Multifunction laser printer (as per Schedule V clause 3.3	Complete Set	770

Note: - The bidder should submit/deliver Operation Manual and list of spare parts of the quoted items along with the materials.

2. Delivery and Completion Schedule

2.1 The delivery period shall start from the date of award of contract.

Delivery Schedule:

Item No.	Description of Goods	Delivery Schedule (Duration)	Location	Required Arrival Date of Goods
1	High End Desktop Computers and multifunction laser printer	6 weeks	Divisional Commissioner's HQs, District Collector's HQs & Tehsil HQs and various locations, the details whereof shall be made available to the qualifying bidder.	End of 6 th week from date of award of contract.

3. Technical Specifications

3.1. TECHNICAL SPECIFICATIONS FOR DESKTOP COMPUTERS

S.No.	Features	Qualifying Minimum Requirements
1	Processor	Any processor equivalent to 6th Generation processor with 6MB cache and minimum 2.70GHz clock speeds of higher.
2	Chipset	Chipset compatible with the suggested processor at Sr No. 1
3	RAM	8GB DDR4 RAM, Expandable to 64GB
4.	Motherboard	OEM Motherboard.
5	Drive Controllers	Hard Drives with capability of Pre failure alert and end to end CRC check for Hard drives. The desktop should have provision for 2*Internal hard drive on SATA 3.0
6	HDD	1-TB SATA 6.0 Gb/s & The desktop should have provision for 2*Internal hard drive on SATA 3.0
7	Removable Media	Media Card Reader (Should be capable of reading/Writing maximum types of Media Cards)
8	Optical Drive	DVD Writer Drive
9	Graphics Card	Onboard Integrated High Definition Graphics Media
10	Monitor	18.5" LED Monitor with Native resolution 1366 x 768; Brightness 250 nits; Contrast Ratio 1000:1; Viewing Angle of 160 degree horizontal & vertical or higher.
11	Keyboard	Minimum 104 keys –USB (Same make as PC) with rupee symbol
12	Mouse	USB 2 Button Scroll Mouse (Same make as PC)
13	Audio	High Definition Audio with internal Speakers
14	Communications	Integrated Gigabit (10/100/1000) NIC (Network Interface Card), IPV 6 compatible and Wireless Combo (1x1 802.11bgn + Bluetooth V4.0)
15	Bays/Slot	(1) 5.25" external optical disk drive bays (2) 3.5" internal hard disk drive bays (1) 3.5" bay Total of 4 PCI Slots including 1*PCIx16 slot, 1*PCIx1 Slot
16	Ports	Rear I/O: 3 USB 2.0 & 3 USB 3.0, 1 RJ/45, 1VGA, audio in/out. 1 Display Port, 1 HDMI Port, MIC In jacks Front I/O: 2 USB 2.0 and/or 2 USB 3.0, headphone and microphone, Dual color Diagnostics LEDs
17	Operating System	Windows 10 Professional 64 Bit. The Quoted model Hardware Drivers must be available in OEM website for easy download. 1 year Antivirus software subscription (Mcafee , Norton or Trend Micro)
18	Form Factor with Tool Free design-7	Micro Tower with tool-less entry and maintenance.
19	Power Supply	300-watt 85% efficiency power supply or higher with Active Power Factor Correction (PFC)

20	Certification	For OEM: ISO 9001 and 14001. For quoted model : UL, FCC, ROHS & ENERGY STAR 6.0, EPEAT For Operating System : Windows
21	Security Features	1. Trusted Platform Module (TPM) 1.2 2. Removable media write/boot control. 3. Stringent security (via BIOS) - a) SATA port disablement. b) Serial, parallel, USB enable/disable. c) Power-On pass word. d) Setup password. 4. Support for chassis padlocks and cable lock devices
22	Performance Tuning	The Hardware vendor should supply an automatic system performance tuning software.
23	Warranty	5 Years onsite parts and labour warranty (V-V-5 Yrs). For all components. (OEM supplied model Warranty must be visible in OEM website in respect to each product serial number)
24	Vendor Status	The hardware vendor (OEM) should be a reputed concern, having global presence in multiple countries.
25	Driver Support	Drivers should be available for download from OEM website for at least 3 years from date of installation/commissioning
26	Media	Recovery media with OS and all drivers should be Supplied with the Desktop

3.2. COMPLIANCE SHEET

ITEM NAME DESK TOP COMPUTER QTY. _____

Make :

Model Name & No:

S.No.	Features	Qualifying Minimum Requirements	Compliance (Yes/No)	Deviations (if any)
1	Processor	6th Generation Intel core i5 Processor with, 6 MB Cache and minimum 2.70 GHz clock speeds or higher		
2	Chipset	Intel Q Series (Q150) Chipset or higher		
3	RAM	8GB 2133Mhz DDR4 SDRAM, Expandable to 64GB		
4.	Motherboard	OEM Motherboard.		
5	Drive Controllers	SMART Hard Drives with capability of Pre failure alert and end to end CRC check for Hard drives. The desktop should have provision for 2*Internal hard drive on SATA 3.0		
6	HDD	1-TB SATA 6.0 Gb/s & The desktop should have provision for 2*Internal hard drive on SATA 3.0		
7	Removable Media	Media Card Reader (Should be capable of reading/Writing maximum types of Media Cards)		
8	Optical Drive	DVD Writer Drive		
9	Graphics Card	Onboard Integrated High Definition Graphics Media		
10	Monitor	18.5" LED Monitor with Native resolution 1366 x 768; Brightness 250 nits; Contrast Ratio 1000:1; Viewing Angle of 160 degree horizontal & vertical. (TCO 05)		
11	Keyboard	Minimum 104 keys –USB (Same make as PC) with rupee symbol		
12	Mouse	USB 2 Button Scroll Mouse (Same make as PC)		
13	Audio	High Definition Audio (all ports should be stereo) With internal Speakers		
14	Communications	Integrated Gigabit (10/100/1000) NIC (Network Interface Card), IPV 6 compatible and Wireless Combo (1x1 802.11bgn + Bluetooth V4.0)		
15	Bays/Slot	(2) 5.25" external optical disk drive bays (2) 3.5" internal hard disk drive bays (1) 3.5" external bay Total of 4 PCI Slots including 1*PCIx16 slot, 1*PCIx1 Slot		
16	Ports	Rear I/O: 3 USB 2.0 & 3 USB 3.0, 2 PS/2, 1 RJ-45, 1 VGA, audio in/out , 1 DisplayPort, 1 HDMI Port, MIC In jacks Front I/O: 2 USB 2.0 & 2 USB 3.0, headphone and microphone, Dual color Diagnostics LEDs		
17	Operating System	Windows 10 Professional 64 Bit. The Quoted model Hardware Drivers must be available in OEM website for easy download. 1 year Antivirus software subscription (McAfee , Norton or Trend Micro)		
18	Form Factor with Tool Free design	Micro Tower with tool-less entry and maintenance. Screw-less disk mounting and tool free PCI card installation features. Noise		

		levels should be below 5 Bels		
19	Power Supply	300-watt 85% efficiency power supply or higher with Active Power Factor Correction (PFC)		
20	Certification	For OEM: ISO 9001 and 14001. For quoted model : UL, FCC, ROHS & ENERGY STAR 6.0, EPEAT For Operating System : Windows and Linux Certification		
21	Security Features	1. Trusted Platform Module (TPM) 1.2 2. Removable media write/boot control. 3. Stringent security (via BIOS) - a) SATA port disablement. b) Serial, parallel, USB enable/disable. c) Power-On password. d) Setup password. 4. Support for chassis padlocks and cable lock devices		
22	Performance Tuning	The Hardware vendor should supply an automatic system performance tuning software.		
23	Warranty	5 Years onsite parts and labour warranty (V-V-5 Yrs). For all components. (OEM supplied model Warranty must be visible in OEM website in respect to each product serial number)		
24	Vendor Status	The hardware vendor (OEM) should be a reputed concern, having global presence in multiple countries.		
25	Driver Support	Drivers should be available for download from OEM website for at least 3 years from date of installation/commissioning		
26	Media	Recovery media with OS and all drivers should be Supplied with the Desktop		

3.3. TECHNICAL SPECIFICATIONS FOR MULTIFUNCTION LASER PRINTERS (MFP Printers)

S.No.	Features	Qualifying Minimum Requirements
1	Function:	Print, Scan, Copy
2	Print Speed:	Up to 18 PPM
3	Paper Size:	A4/ Legal
4	First Page out:	In as fast as 12 Seconds
5	Memory:	2 MB RAM
6	Print Resolution:	600 x 600 dpi
7	Duplex:	Manual
8	Duty Cycle:	5000 pages per month
9	Interface:	Hi-Speed USB 2.0 port
10	Input Tray Capacity:	150 Sheets
11	Bypass Tray:	1 Sheet bypass tray (Optional)
12	Warranty:	1 Year Onsite Warranty
	Copy Features	
13	Copy Speed:	Up to 18 CPM
14	Multiple Copy:	Up to 99 Copies
15	Reduction/ Enlargement:	30% - 400%
16	ID Copy	Yes (Optional)
17	Copy Resolution:	600 x 400 dpi (Minimum)
	Scan Features	
18	Colour Scanning	Yes
19	Scan Resolution:	600 x 600 dpi
20	Vendor Status	The hardware vendor (OEM) should be a reputed concern, having global presence in multiple countries.

3.2. COMPLIANCE SHEET

ITEM NAME MULTIFUNCTION LASER PRINTERS QTY. _____

Make :

Model Name & No:

S.No.	Features	Qualifying Minimum Requirements	Compliance (Yes/No)	Deviations (if any)
1	Function:	Print, Scan, Copy		
2	Print Speed:	Up to 18 PPM		
3	Paper Size:	A4/ Legal		
4	First Page out:	In as fast as 12 Seconds		
5	Memory:	2 MB RAM		
6	Print Resolution:	600 x 600 dpi		
7	Duplex:	Manual		
8	Duty Cycle:	5000 pages per month		
9	Interface:	Hi-Speed USB 2.0 port		
10	Input Tray Capacity:	150 Sheets		
11	Bypass Tray:	1 Sheet bypass tray		
12	Warranty:	1 Year Onsite Warranty		
	Copy Features			
13	Copy Speed:	Up to 18 CPM		
14	Multiple Copy:	Up to 99 Copies		
15	Reduction/ Enlargement:	30% - 400%		
16	ID Copy	Yes		
17	Copy Resolution:	600 x 600 dpi		
	Scan Features			
18	Colour Scanning	Yes		
19	Scan Resolution:	600 x 600 dpi		
20	Vendor Status	The hardware vendor (OEM) should be a reputed concern, having global presence in multiple countries.		

Section VI. General Conditions of Contract

Table of Clauses

1.	Definitions	VI-2
2.	Contract Documents	VI-3
3.	Corrupt Practices	VI-3
4.	Interpretation	VI-3
5.	Language	VI-4
6.	Joint Venture, Consortium or Association	VI-4
7.	Eligibility.....	VI-4
8.	Notices	VI-5
9.	Governing Law	VI-5
10.	Settlement of Disputes	VI-5
11.	Scope of Supply	VI-5
12.	Delivery	VI-5
13.	Supplier's Responsibilities.....	VI-5
14.	Purchaser's Responsibilities.....	VI-6
15.	Contract Price	VI-6
16.	Terms of Payment	VI-6
17.	Taxes and Duties	VI-6
18.	Performance Security.....	VI-7
19.	Copyright.....	VI-7
20.	Confidential Information.....	VI-7
21.	Subcontracting	VI-8
22.	Specifications and Standards.....	VI-8
23.	Packing and Documents.....	VI-8
24.	Insurance	VI-9
25.	Transportation.....	VI-9
26.	Inspections and Tests	VI-9
27.	Liquidated Damages	VI-10
28.	Warranty.....	VI-10
29.	Patent Indemnity	VI-11
30.	Limitation of Liability.....	VI-12
31.	Change in Laws and Regulations	VI-13
32.	Force Majeure.....	VI-13
33.	Change Orders and Contract Amendments	VI-13
34.	Extensions of Time	VI-14
35.	Termination	VI-14
36.	Assignment.....	VI-16

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) “Contract” means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) “Contract Documents” means the documents listed in the Agreement, including any amendments thereto.
- (c) “Contract Price” means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (d) “Day” means calendar day.
- (e) “Delivery” means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- (f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) “GCC” means the General Conditions of Contract.
- (h) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (i) “Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC).
- (j) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (k) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract.
- (l) “SCC” means the Special Conditions of Contract.
- (m) “Subcontractor” means any natural person, private or

government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(n) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.

(o) “The Site,” where applicable, means the place named in the SCC.

2. Contract Documents

2.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3. Corrupt Practices

3.1 will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and

4. Interpretation 4.1 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

4.2 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.3 Non waiver

4.3.1 Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that

party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

4.3.2 Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.4 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the SCC, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

6. Joint Venture, Consortium or Association

6.1 Unless otherwise specified in the SCC, if the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

7. Eligibility

7.1 A Supplier or Subcontractor (One of Supplier or Bidder) shall be deemed to have the nationality of India, if it is a citizen or constituted or incorporated, and operates in conformity with the provisions of the laws of that country.

- .
- 8. Notices**
- 8.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.
- 9. Governing Law**
- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s country, unless otherwise specified in the SCC.
- 10. Settlement of Disputes**
- 10.1 The Purchaser and the Supplier 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.
- 10.2 If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.
- 11. Scope of Supply**
- 11.1 Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in Section V, Schedule of Supply.
- 11.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.
- 12. Delivery**
- 12.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Section V, Schedule of Supply. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.
- 13. Supplier’s Responsibilities**
- 13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.

- 14. Purchaser's Responsibilities**
- 14.1 Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 14.2 The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause 14.1.
- 15. Contract Price**
- 15.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.
- 15.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.
- 16. Terms of Payment**
- 16.1 The Contract Price shall be paid as specified in the SCC.
- 16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all the obligations stipulated in the Contract.
- 16.3 Payments shall be made in Indian Currency promptly by the Purchaser, within sixty (60) days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.
- 16.4 Payment shall be made in Indian Currency
- 17. Taxes and Duties**
- 17.1 For goods supplied from outside the Purchaser's country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.
- 17.2 For goods supplied from within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 17.3 If any tax exemptions, reductions, allowances or privileges

may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

18. Performance Security

18.1 The Supplier shall, within twenty-eight (28) days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts in Indian currency.

18.2 The proceeds of the Performance Security shall be payable in Indian currency only.

18.3 The Performance Security shall be denominated in the Indian currency only.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

19. Copyright

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

20. Confidential Information

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the

Contract.

.

20.3 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.4 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting 21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards 22.1 Technical Specifications

(a) The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.

(b) .The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section VI, Schedule of Supply and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

22.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Section VI, Schedule of Supply. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents 23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During

transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

24. Insurance

24.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, or in the manner specified in the SCC.

25. Transportation

25.1 Unless otherwise specified in the SCC, obligations for transportation of the Goods shall be in accordance with the Incoterms specified in Sections VI, Schedule of Supply.

26. Inspections and Tests

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in Sections VI, Schedule of Supply.

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the Goods, or in another place in the Purchaser's country as specified in the SCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated

representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided

otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC,

28.4 The Purchaser shall give Notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such Notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29. Patent Indemnity

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any

part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

30. Limitation of Liability

30.1 Except in cases of gross negligence or willful misconduct :

(a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and

(b) the aggregate liability of the Supplier to the Purchaser,

whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the SCC, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.

**31. Change in
Laws and
Regulations**

31.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

**32. Force
Majeure**

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**33. Change
Orders and**

33.1 The Purchaser may at any time order the Supplier through Notice in accordance GCC Clause 8, to make changes within the general

**Contract
Amendments**

scope of the Contract in any one or more of the following:

- 33.1.1 drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- 33.1.2 the method of shipment or packing;
- 33.1.3 the place of delivery; and
- 33.1.4 the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**34. Extensions of
Time**

34.1 If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

35.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the

Supplier, may terminate the Contract in whole or in part:

- (a) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34; or
 - (b) if the Supplier fails to perform any other obligation under the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
- (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive, or coercive practices, as defined in GCC Clause 3, in competing for or in executing the Contract.

35.2 Termination for Convenience

- (a) The Purchaser, by Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) To have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts

previously procured by the Supplier.

36. Assignment

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

Section VII. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1(j)	The Purchaser's country is: India.
GCC 1.1(k)	The Purchaser is: Director Land Record, First Floor, Block-2, Indrawati Bhawan, Naya Raipur, Chhattisgarh
GCC 1.1 (q)	The Site is: 27 Districts and Tehsils of ,Chhattisgarh.
GCC 5.1	The language shall be: English.
GCC 6.1	The individuals or firms in a joint venture, consortium or association shall be jointly and severally liable.
GCC 8.1	<p>For <u>notices</u>, the Purchaser's address shall be:</p> <p>Address: Director Land Records, First Flore, Block-2, Indrawati Bhawan, Naya Raipur, Chhattisgarh</p> <p>Country: India</p> <p>Telephone: +91-771-2234583</p> <p>Fax number: +91-771-2237480</p> <p>Electronic mail address: clr-cg@nic.in</p>
GCC 9.1	The governing law shall be: the law that applies to the Contract is the law of the India and State of Chhattisgarh. Where there is a conflict between the law of India and law of State of Chhattisgarh, law of India shall prevail.
GCC 10.2	The formal mechanism for the resolution of disputes shall be through arbitration under the Indian Arbitration Act 1996 and place of Arbitration shall be Raipur, Chhattisgarh.
GCC 11.1	The scope of supply shall be defined in : Section V, Schedule of Supply.
GCC 12.1	<p>Details of shipping and documents to be furnished by the Supplier shall be:</p> <p>For Goods from within the Purchaser's country :</p>

	<p>Upon delivery of the Goods the Supplier shall notify the Purchaser and send the following documents to the Purchaser:</p> <ul style="list-style-type: none"> (a) 5 copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount; (b) delivery note (c) Manufacturer's or Supplier's warranty certificate; (d) Certificate of origin. <p>The Purchaser shall receive the above documents after the arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
GCC 15.2	The price adjustment shall be: not permitted
GCC 16.1	<p>The terms of payment shall be:</p> <p>For Goods and Related Services supplied from within the Purchaser's country:</p> <ul style="list-style-type: none"> (a) On Delivery: The Purchaser shall pay the Supplier Ninety (90) percent of the Contract Price on receipt of Goods and upon submission of documents specified in SCC Clause 12.1. (b) On Acceptance: Ten (10) percent of the Contract Price of Goods shall be paid within twenty-eighty (28) days of receipt submission of a claim supported by the acceptance certificate issued by the Purchaser.
GCC 16.4	The currencies for payments shall be: INR
GCC 18.1	The Supplier shall provide a Performance Security of 5 percent of the Contract Price. This performance security will be deducted from payment of bill of the successful bidder. The Performance Security shall be denominated in the following amounts and currencies: complete amount in INR
GCC 18.4	Discharge of Performance Security shall take place: After Five Years from the date of final bill paid
GCC 23.2	<p>The packing, marking and documentation within and outside the packages shall be:</p> <p>Packing Instructions: The Supplier will be required to make packing good/strong enough so that the materials may not be damaged during transportation. It is the responsibility of the supplier to deliver the materials in good condition.</p>
GCC 24.1	The insurance coverage shall be in accordance with GCC, Sub-Clause 24.1. For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to the contract amount of the goods from "warehouse to warehouse" (final destinations) on "All Risks" basis including War Risks and Strikes.
GCC 25.1	Obligations for transportation of the Goods shall be in accordance with the Section VI, Schedule of Supply. It is the responsibility of the Supplier to deliver the materials to the final destination in good condition.

GCC 26.2	Tests and Inspections specified in Section V, Schedule of Supply, shall be carried out as per the Technical Specifications specified in Section V, Schedule of Supply at Raipur.
GCC 27.1	The liquidated damage shall be: 0.5% of the Contract Price per week of delay or part thereof. The maximum amount of liquidated damages shall be: 10% of Contract Price.
GCC 28.3	The period of validity of the Warranty shall be a minimum of Five (5-5-5) years after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination.
GCC 28.5	The Supplier shall correct any defects covered by the Warranty within : 5 days of being notified by the Purchaser of the occurrence of such defects
GCC 30.1	The amount of aggregate liability shall be: 100% of Contract Price.

Section VIII. Contract Forms

Table of Forms

Agreement	VIII-2
-----------------	--------

Agreement

THIS AGREEMENT made the _____ day of _____, _____, between Director Land Record First Flore, Block -2, Indrawati Bhawan Naya Raipur Chhattisgarh (hereinafter “the Purchaser”), of the one part, and _____ of _____ (hereinafter “the Supplier”), of the other part:

WHEREAS the Purchaser invited bids for certain Goods and Related Services, viz., 1540 nos. Desktop Computers and related services and 770 Multifunction Laser Printers has accepted Bid by the Supplier for the supply of those 1540 nos. Desktop Computers and related services and 770 Multifunction Laser Printers in the sum of _____ (hereinafter “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Purchaser’s Notification to the Supplier of Award of Contract;
 - (b) the Bid Submission Sheet and the Price Schedules submitted by the Supplier;
 - (c) the Special Conditions of Contract;
 - (d) the General Conditions of Contract;
 - (e) the Schedule of Supply; and
 - (f) the relevant drawings and specifications as described in Section V.

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

Bid Document for Supply of High End Desktop Computers and multifunction laser printers under the E-Court Scheme, through Director of Land Record, 1st, Floor, Block-2, Indrawati Bhawan, Naya Raipur (Chhattisgarh)

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Union of India and State of Chhattisgarh on the day, month and year indicated above.

Signed by _____ (for the Purchaser)
Signed by _____ (for the Supplier)

Bidding Document "Supply Of High End Desktop Computer "

Section-2 'Bid Data Sheet'

Part C ITB 10.1(1) para 2 is amended as under:-

- The Earnest Money shall be in the form of **Fixed Deposit Receipt** of a scheduled Nationalized bank, and ***Bid Submission Fee*** shall be submitted by DD drawn in favour the **Deputy Commissioner Land Records, First Floor, Block 2, Indrawati Bhawan , Raipur (CG)**. The Fixed Deposit Receipt shall be valid for six months or more after the deadline for submission of bids.