

**E-TENDER FOR
SUPPLY
OF
DESKTOP COMPUTERS (MAC, WINDOWS),
LAPTOPS, PRINTERS, iPad, DIGITAL CAMERA
AND WINDOWS SOFTWARE**



Building Materials & Technology Promotion Council

Ministry of Housing & Urban Affairs, Government of India
Core 5A, 1st Floor, India Habitat Centre, Lodhi Road
New Delhi -110 003



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TENDER No. BMT/MIS/COMP/2020/01

The Executive Director, Building Materials & Technology Promotion Council (BMTPC, Ministry of Housing & Urban Affairs, Government of India invites e-tender through www.eprocure.gov.in/eprocure/app from manufacturer, their distributor and Indian agent of Foreign Principal, if any, for purchase of items listed below:

| | | | |
|---|--|---|---|
| 1 | Name of Items | 1.Apple Desktop 2.Windows Desktop 3.Windows Laptops 4.Color Laserjet Printers 5.Digital Camera with high resolution 6.Apple iPad Software for Windows based computers 1. CorelDRAW Graphics Suite 2020 (Windows 64-bit) 2. IBM SPSS Statistics (64-bit) Professional (2020) 3. Adobe Photoshop cc2020 (64 bits) 4. Adobe Illustrator cc2020 (64 bits) 5. Adobe InDesign cc2020 (64 bits) 6. Adobe Acrobat Pro DC 2020 (Details specification as per Chapter 4) | Qty. 1 no. Qty. 1 no. Qty. 2 nos. Qty. 2 nos. Qty. 2 no. Qty. 1 no. Qty. 1 no. each |
| 2 | Type of Bid (Proprietary Basis) | Two Bid (Technical & Financial) | |
| 3 | Bid Security / Earnest Money Deposit (EMD) | EMD of Rs.10,000/- (Online transfer as per bank details given in Annexure-IV) Note : - Bid Security (EMD) is Exempted to firms registered with NSIC / as Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME). Copy of Valid Certificate must be enclosed for availing EMD exemption. | |

E-bid are invited through the electronic tendering process and tender document can be downloaded from the CPPP portal of Government of India www.eprocure.gov.in/eprocure/app free of cost. **Please note that the submission of e-bid will be only through CPPP portal ONLY.** The tender document can also be seen at our website www.bmtpc.org under the heading Tenders.

The Executive Director, BMTPC, reserves the right to accept or reject any bids or accept all tenders either in part or in full or to split the order, or to annul the bidding process without assigning any reason.

Executive Director
BMTPC

CRITICAL DATE SHEET

| Sl.No. | Stage | Date & Time |
|---------------|--|--------------------------------|
| 1 | Publish Date & Time | 18.3.2020 at 06.00 pm |
| 2 | Sale/document Download Start Date & Time | 18.3.2020 at 06.00 pm |
| 3 | Bid Submission Start Date & time | 18.3.2020 at 06.00 pm |
| 4 | Bid Submission End Date & Time | 26.3.2020 at 03.00 pm |
| 5 | Bid Opening Date & Time | 27.3.2020 at 03.00 pm |
| 6 | Price Bid opening date | Will be communicated later on. |

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TERM AND CONDITION

1. GENERAL

Online bid are invited on behalf of the Executive Director, BMTPC, New Delhi from manufacturer, their distributor and Indian agent of Foreign Principal, if any. The offer/quotation must be strictly as per required Specifications and Allied Technical Details and the tender terms & conditions.

2. SUBMISSION OF OFFERS

- a. All the document of the bids should be addressed to the Executive Director, BMTPC, New Delhi and uploaded against the relevant tender id through url <https://eprocure.gov.in/eprocure/app>
- b. The offer/quotation should be uploaded in two covers as requested in the Tender Notice.

3. DUE & OPENING DATES

The Offer / Quotation must be uploaded and bids must freeze on or before the dates and time mentioned in the Critical Date and Time section of the NIT. The first cover shall be decrypted as per the Date and Time mentioned in the same section. Bidders can see the decryption status online through their login. In case opening date happens to be a holiday, the tender will be opened on next working day at the same time. The price bids of two bid tender system shall be opened after technical evaluation of technical bids. The date of opening of price bids shall be informed to the bidders found suitable in technical evaluation.

4. EMD

Bid should be submitted along with the Earnest Money of Rs.10,000/- (Rupees Ten Thousand Only) through NEFT/RTGS in the account of BMTPC, New Delhi as per details given in Annexure-IV. Earnest Money deposit in the form of DD / Pay Order / Bank Guarantee /Bond or any other instrument shall not be accepted and shall be rejected straightway. Earnest Money deposits in respect of such offers which are not accepted will be returned to the bidders within 30 working days from the date on which the final decision is taken about the source from which the items under tender are to be procured or within 2 (two) months from the date of the opening of the tenders, whichever is earlier. No interest will be paid on the Earnest Money deposited with the Council. On the written request of the successful bidder the EMD will be adjusted against the Performance Security. In case of non-receipt of EMD, the Tenders are liable to be rejected.

Manufacturer's/Enterprises having MSME Certificate issued by NSIC or Udyog Adhar are exempted from the EMD clause subject to the submission of the certificate with the Bid/Technical Bid.

5. LIQUIDATED DAMAGES CLAUSE FOR DELAYS

The Applicable rate is 0.5% per week and maximum deduction is 10% of the contract price.

6. DELIVERY PERIOD

Delivery Period within 15 days from the date of written order. The offered delivery period shall have to be strictly adhered to in case an order is placed.

7. PRICE VALIDITY

Price quoted should be net and valid for a minimum period of 90 days from the date of opening of the quotation.

8. PERFORMANCE SECURITY

5% of Purchase Order value.

9. Kindly furnish your PAN & GST Number etc. in quotation for our records.

CHAPTER – 1

INSTRUCTIONS TO BIDDERS

A Introduction

1.1. Eligible Bidders

- 1.1.1 This Bid is available only through www.eprocure.gov.in/eprocure/app.
- 1.1.2 A supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.
- 1.1.3 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.
- 1.1.4 The bidders who have been temporarily suspended or removed from the list of registered suppliers by the purchaser or banned from Ministry/country wide procurement shall be ineligible for participation in the bidding process.

1.2 Cost of Bidding

- 1.2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

1.4 Cost of Tender Documents

- 1.4.1 The bidding documents can be downloaded free of cost from www.eprocure.gov.in/eprocure/app under the relevant tender ID as well as BMTPC's website www.bmtpc.org.

1.5 Content of Bidding Documents

- 1.5.1 The goods required, bidding procedures and contract terms are prescribed in the bidding documents which should be read in conjunction. The bidding documents, apart from the invitation for bids and Critical Date Sheet have been divided into 6 Chapters as under:

Chapter 1: Instructions to Bidder (ITB)

Chapter 2: General Conditions of Contract (GCC) and Special Condition of Contract (SCC)

Chapter 3: Schedule of Requirements

- Chapter 4: Specifications and Allied Technical Details
- Chapter 5: Price Schedule Forms
- Chapter 6: Other Standard Forms comprising:
 - (1) Bidder Information Form
 - (2) Bid form
 - (3) Price Certificate

1.5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

1.6 Clarification of Tender Documents

1.6.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address specified in the Special Conditions of Contract (SCC), latest by the date specified in the critical date sheet. No request for clarification or query shall normally be entertained after the deadline/pre-bid conference, if any. Should the Purchaser deem it necessary to amend the Tender Documents as a result of a clarification, it shall do so following the procedure under Clause relating to amendment of Tender Documents and Clause relating to Deadline for Submission of Bids.

The queries, clarifications and amendments issued would also be hosted on the website of the Purchaser as corrigendum on www.eprocure.gov.in for the benefit of the other prospective bidders and also shall be sent to all bidders who have purchased the tender documents.

1.7 Amendment of Tender Documents

- 1.7.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender documents by amendment. The same would also be hosted on the website of the Purchaser and all prospective bidders are expected to surf the website before submitting their bids to take cognizance of the amendments. The modified tender document would also be made available at www.eprocure.gov.in/eprocure/app as a corrigendum.
- 1.7.2 In order to allow prospective bidders' reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids and host the changes on the website of the Purchaser and on www.eprocure.gov.in/eprocure/app.

C. PREPARATION OF BIDS

1.8. Language of Bid

1.8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in English language only.

1.8.2 The Supplier shall bear all costs of translation, if any, to the English language and bear all risks of the accuracy of such translation, for documents provided by the Supplier.

1.9. Documents Comprising the Bid

1.9.1 The bid prepared by the Bidder shall include documents as under:

A. Technical bid

- (a) Bidder Information Form;
- (b) EMD as specified in the Invitation to Bids;
- (c) Valid Manufacturer's Authorization Certificate / OEM Certificate or OEM's authorized reseller certificate;
- (d) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
- (e) Schedule of requirements as per chapter 3
- (f) Documentary evidence about the status of the bidder i.e. whether MSME
- (g) Copy of GST and PAN certificates.

B Price bid

- (a) Price Bid (MS Excel Sheet – as provided on the www.eprocure.gov.in/eprocure/app)

1.10. Price schedule

1.10.1 The bidder shall complete the price schedule form (MS Excel BOQ file). The sheet must be completed without any alterations to its format and no substitutes shall be accepted. All given spaces shall be filled in with the information requested. The Price Schedule form shall be submitted in accordance with Chapter 5 of the Tender Document. The bidder shall quote item wise, as the price bid evaluation will be done item-wise and not for the all items altogether.

1.11. Bid Prices

1.11.1 The Bidder shall indicate on the appropriate price schedule form, the unit prices and applicable GST for the goods it proposes to supply under the contract.

1.11.2 Prices indicated on the price-schedule form shall be entered separately in the following manner:

- (a) For Goods manufactured within India
 - (i) The price of the goods quoted Ex-works including taxes already paid.
 - (ii) GST and other taxes, if any which will be payable on the goods if the contract is awarded.

- (iii) The charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination as specified in the price schedule form.
 - (iv) Wherever applicable, the cost towards the installation, commissioning, spares, extended warranty, AMC/CMC, site preparation and training including any incidental services, if any.
- (b) For Goods manufactured abroad
- (i) The price of the goods, quoted on FCA (named place of delivery abroad) or FOB (named port of shipment), as specified in the price schedule form.
 - (ii) The charges for insurance and transportation of the goods to the port / place of destination both by Air/Sea.
 - (iii) The agency commission charges, if any.
 - (iv) Wherever applicable, the cost towards the installation, commissioning, spares, extended warranty, AMC/CMC, site preparation and training including any incidental services, if any.

1.11.3 The terms FOB, FCA, CIF, CIP etc. shall be governed by the rules prescribed in the current edition of the Incoterms published by the International Chambers of Commerce, Paris.

1.11.4 Where there is no mention of packing, forwarding, freight, insurance charges, taxes etc. such offer shall be rejected as incomplete.

1.11.5 The price quoted shall remain fixed during the contract period and shall not vary on any account

1.11.6 The bidder shall quote item wise, as the price bid evaluation will be done item-wise and not for the all items altogether. L1 will be decided on item-wise lowest.

1.11.7 Please state specifically in your offer whether the duties and taxes are extra over the prices quoted, failing which it will be presumed that the prices are inclusive of taxes and duties and no claim would be entertained for statutory variations at a later date.

1.11.8 GST as per applicable rates.

Note: All payments due under the contract shall be paid after deduction of statutory levies at source (like TDS etc.), wherever applicable.

1.12. Bid Currencies

1.12.1 Prices shall be quoted in Indian Rupees for offers received for supply within India and in freely convertible foreign currency in case of offers received for supply from foreign countries i.e. domestic tenderers are to quote and accept their payment in Indian currency; Indian agents of foreign suppliers are to receive their agency commission in Indian currency; cost of imported goods & services rendered in India, which are directly imported against the contract, may be quoted in foreign currency (currencies).

1.13. Documents Establishing Bidder's Eligibility and qualifications

- 1.13.1 The bidder shall furnish, as part of its bid, documents establishing the bidders' eligibility to bid and its qualification to perform the contract if its bid is accepted.
- 1.13.2 The documentary evidence of the bidder's qualification to perform the contract if the bid is accepted shall establish to the purchaser's satisfaction that;
- (a) The bidder meets the qualification criteria listed in bidding documents if any.
 - (b) Bidder who doesn't manufacture the goods it offers to supply shall submit OEM Certificate or OEM's authorized reseller certificate to demonstrate that it has been duly authorized by the manufacturer of the goods to quote and/or supply/sale the goods, wherever required/applicable. However, participating agency has to quote the items as per the specification only given in the bid document; otherwise, bid will be rejected without assigning any reasons thereon and participating bidder should quote the items only branded items manufactured by OEM. No equivalent items will be accepted.
 - (c) In case a bidder not doing business within India, it shall furnish the certificate to the effect that the bidder is or will be represented by an agent in India equipped and able to carry out the supply, maintenance, repair obligations etc. during the warranty and post warranty period or ensure a mechanism at place for carrying out the supply, maintenance, repair obligations etc. during the warranty and post-warranty period.
- 1.13.3 Conditional tenders shall not be accepted.

1.14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

- 1.14.1 To establish the goods' eligibility, the documentary evidence of the goods and services eligibility shall consist of a statement on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment.
- 1.14.2 To establish the conformity of the goods and services to the specifications and schedule of requirements of the bidding document, the documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of:
- (a) A detailed description of the essential technical and performance characteristics of the goods;
 - (b) A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods during the warranty period following commencement of the use of the goods by the Purchaser in the Priced-bid; and – Not Applicable

- (c) An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.- Not Applicable

1.14.3 For purposes of the commentary to be furnished pursuant to above, the Bidder shall note that standards for workmanship, material and equipment, designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute these in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

1.14.4 Alternate offers/makes/models would not be considered.

1.15. Bid Security/EMD

1.15.1 The Bidder shall furnish, as part of its bid, a bid security (BS)/EMD for an amount as specified in the Invitation for Bids. In the case of foreign bidders, the BS/EMD shall be submitted either by the principal or by the Indian agent and in the case of indigenous bidders; the BS/EMD shall be submitted by the manufacturer or their specifically authorized dealer/bidder.

Details of UTR No. of RTGS/NEFT payment should be uploaded on e-procurement portal alongwith the Technical Bid clearly indicating Tender ID.

1.15.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture.

1.15.3 The bid security/EMD shall be in Indian Rupees for offers received for supply within India and denominated in the currency of the bid or in any freely convertible foreign exchange in the case of offers received for supplies from foreign countries in equivalent Indian Rupees. The bid security shall only be remitted through RTGS / NEFT in favour of BMTPC, New Delhi as per bank details enclosed at Annexure-IV.

1.15.4 The bid security of unsuccessful bidder will be discharged /returned as promptly as possible positively within a period of 30 days after the expiration of the period of bid validity or placement of order whichever is later, without any interest.

1.15.5 On the written request of the successful bidder the EMD will be adjusted against the Performance Security.

1.15.6 Bidders that are currently registered as MSEs will continue to remain registered during the tender validity period also and are exempted from payment of EMD. In case the tenderer falls in these categories, the bidder should furnish a certified copy of its valid registration details. Except for MSEs, this exemption is valid for the trade group and monetary value of registration only. The MSEs are provided tender document free of cost and are exempted from the payment of Bid Security/EMD provided the goods

are produced and the services are rendered by them and not for any trading activities undertaken by them.

1.15.7 Where any aggregator has been appointed by the Ministry of MSME, themselves quote on behalf of some MSE units, such offers will be considered as offer from MSE units and all such facilities would be extended to these aggregators also.

1.15.8 The bid security may be forfeited:

- (a) If a Bidder withdraws or amends or modifies or impairs or derogates its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- (b) In case of a successful Bidder, if the Bidder fails to furnish order acceptance within 7 days of the order or fails to sign the contract and/or fails to furnish Performance Security within 7 days from the date of contract/ order.

1.16. Period of Validity of Bids

1.16.1 Bids shall remain valid for minimum of 90 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

1.16.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (by post, fax or e-mail). The bid security provided shall also be suitably extended failing which the bid would be summarily ignored. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

1.16.3 Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

1.16.4 The bid security may be forfeited:

- (a) If a Bidder withdraws or amends or modifies or impairs or derogates its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- (b) In case of a successful Bidder, if the Bidder fails to furnish order acceptance within 7 days of the order or fails to sign the contract and/or fails to furnish Performance Security within 7 days from the date of contract/ order.

1.17. Format and Signing of BID

1.17.1 The bids may be submitted in two bids as specified in the Invitation for Bids / NIT.

1.17.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid detailing his/her name and contact details.

- 1.17.3 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the bid.

D. Submission and Sealing of Bids

1.18. Submission, Sealing and Marking of Bids

- 1.18.1 The bidder should submit their duly encrypted bids on the www.eprocure.gov.in/eprocure/app before due date and time of submission mentioned in Critical Data Sheet. You are requested to go through the uploading process well in advance so as to avoid last minute hitches. (Bids received by FAX/E-mail/by-hand/post would not be considered for evaluation.)

1.19. Deadline for Submission of Bids

- 1.19.1 Bids must be uploaded on www.eprocure.gov.in/eprocure/app against the relevant Tender ID before the due date and time.
- 1.19.2 The Purchaser may, at its discretion, extend the deadline for submission of bids by amending the bid documents in accordance with Clause relating to Amendment of Bidding Documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended. Such amendments would appear as a corrigendum on www.eprocure.gov.in/eprocure/app against the relevant Tender ID.

1.20. Late Bids

- 1.20.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser will be rejected.

1.21. Withdrawal, substitution and Modification of Bids.

- 1.21.1 It would be governed by the Standard Operating Procedure of the e-procurement portal.

E. Opening and Evaluation of Bids

1.22 Opening of Bids by the Purchaser

- 1.22.1 The decryption of the bids would be done at the time enumerated on the e-procurement portal. In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time and location on the next working day. In two-part bidding, the financial bid shall be opened only after technical evaluation.
- 1.22.4 Bids that are received late shall not be considered further for evaluation, irrespective of the circumstances.

1.23. Confidentiality

1.23.1 Information relating to the examination, evaluation, comparison, and post qualification 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.

1.23.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.

1.24. Clarification of Bids

1.24.1 To assist in the examination, evaluation, comparison and post qualification of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. However, no negotiation shall be held except with the lowest bidder, at the discretion of the purchaser. Any clarification submitted by a bidder in respect to its bid which is not in response to a request by the purchaser shall not be considered.

1.25. Preliminary Examination

1.25.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 1.10 have been provided, and to determine the completeness of each document submitted.

1.25.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.

- (a) Bid Form and Price Schedule, in accordance with ITB Clause 1.10;
- (b) All the tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the tender enquiry document. The tenders, who do not meet the basic requirements, are to be treated as unresponsive and ignored. The following are some of the important points, for which a tender may be declared as unresponsive and to be ignored, during the initial scrutiny:
 - (i) The Bid is unsigned.
 - (ii) The Bidder is not eligible.
 - (iii) The Bid validity is shorter than the required period.
 - (iv) The Bidder has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer.
 - (v) Bidder has not agreed to give the required performance security or hasnot furnished the EMD/Bid security.
 - (vi) The goods quoted are sub-standard, not meeting the required specification, etc.
 - (vii) The bidder has not agreed to some essential condition(s) incorporated in the tender enquiry.

1.26 Bidder's right to question rejection.

1.26.1 A Bidder shall have the right to be heard in case he feels that a proper procurement process is not being followed and/or his tender has been rejected wrongly. Only a directly affected bidder can represent in this regard as under:

- i) Only a bidder who has participated in the concerned procurement process i.e. pre-qualification, bidder registration or bidding, as the case may be, can make such representation;
- ii) In case pre-qualification bid has been evaluated before the bidding of Technical bids, an application for review in relation to the technical bid may be filed only by a bidder who has qualified in pre-qualification bid;
- iii) In case technical bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable.
- iv) Following decisions of the purchaser in accordance with the provision of internal guidelines shall not be subject to review:
 - a) Determination of the need for procurement;
 - b) Selection of the mode of procurement or bidding system;
 - c) Choice of selection procedure;
 - d) Provisions limiting participation of bidders in the procurement process;
 - e) The decision to enter into negotiations with the L1 bidder;
 - f) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
 - g) Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/contractor; and
 - h) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

1.26.2 In case a Bidder feels aggrieved by the decision of the purchaser, he may then send his representation in writing to the Purchaser's address as indicated in special conditions of contract (SCC) within 05 working days from the date of communication of the purchaser intimating the rejection for reconsideration of the decision by the purchaser.

1.27 Responsiveness of Bids

1.27.1 Prior to the detailed evaluation, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantive responsive bid is one, which conforms to all terms and condition of the bidding documents without material deviations, reservations or omissions. A material deviation, reservation or omission is one that:

- (a) Affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or

- (b) Limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
- (c) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

1.27.2 The purchasers' determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

1.27.3 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.

1.27.4 If a bidder quotes Nil Charges/consideration, the bid shall be treated as unresponsive and will not be considered.

1.28 Non-Conformity, Error and Omission

1.28.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities or omissions in the Bid that do not constitute a material deviation.

1.28.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

1.28.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total 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 line item total 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.

1.28.4 Provided that a bid is substantially responsive, the purchaser may request that a bidder may confirm the correctness of arithmetic errors as done by the purchaser within a target date. In case, no reply is received then the bid submitted shall be ignored and its Bid Security may be forfeited.

1.29 Examination of Terms & Conditions, Technical Evaluation

- 1.29.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
- 1.29.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 1.15, to confirm that all requirements specified in Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
- 1.29.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 1.28, it shall reject the Bid.

1.30 Conversion to Single Currency

- 1.30.1 To facilitate evaluation and comparison, the Purchaser will convert all quoted prices expressed in various currencies to Indian Rupees at the selling exchange rate established by any bank in India as notified in the Newspapers on the date of bid opening (techno-commercial bid in the case of two-part bidding) For this purpose, exchange rate notified in www.xe.com or www.rbi.org or any other website could also be used by the purchaser.

1.31 Evaluation and comparison of bids

- 1.31.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive as per ITB Clause 1.22.
- 1.31.2 The bids shall be evaluated on the basis of final landing cost which shall be arrived as under:

For goods manufactured in India

- (i) The price of the goods quoted ex-works including all taxes already paid.
- (ii) GST and other taxes, if any which will be payable on the goods if the contract is awarded.
- (iii) Charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination.
- (iv) Wherever applicable, the cost towards the installation, commissioning, spares, extended warranty, AMC/CMC, site preparation and training including any incidental services, if any.

For goods manufactured abroad

- (i) The price of the goods, quoted on FCA (named place of delivery abroad) or FOB (named port of shipment), as specified in the bidding document.
- (ii) The charges for insurance and transportation of the goods to the port/place of destination.
- (iii) The agency commission etc., if any.

- (iv) Wherever applicable, the cost towards the installation, commissioning, spares, extended warranty, AMC/CMC, site preparation and training including any incidental services, if any.

1.31.3 The comparison between the indigenous and the foreign offers shall be made on FOR destination basis and CIF/CIP basis respectively. However, the CIF/CIP prices quoted by any foreign bidder shall be loaded further as under:

(a) Towards customs duty and other statutory levies—as per applicable rates.

(b) Towards custom clearance, inland transportation etc. - 2% of the CIF/CIP value.

The bidder should give a clear cut breakup of EXW, FOB/FCA, CIF/CIP prices to facilitate proper comparison with the purchaser reserving the right to order on either basis, failing which the bid would be summarily ignored.

Note: Where there is no mention of packing, forwarding, freight, insurance charges, taxes etc. such offers shall be rejected as incomplete.

1.31.4 Wherever the price quoted on FOB/FCA and CIF/CIP basis are the same, the Contract would be made on CIF / CIP basis only.

1.31.5 The GCC and the SCC shall specify the mode of transport i.e., whether by air/ocean/road/rail.

1.31.6 There is no provision to purchase optional items. The specifications embodied in the tender documents would be the basis of evaluating the responsiveness of bids received.

1.31.7 The Purchaser shall compare all substantially responsive bids to determine the lowest valuated bid, in accordance with ITB Clause 1.32.

1.32 Contacting the Purchaser

1.32.1 Subject to ITB Clause 1.25, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

1.32.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

1.33 Post qualification

1.33.1 In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 1.14.

1.33.2 The determination will take into account the eligibility criteria listed in the bidding documents and will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.

- 1.33.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.

F. AWARD OF CONTRACT

1.34 Negotiations

- 1.34.1 Normally, there shall not be any negotiation. Negotiations, if at all, shall be an exception and only in the case of items with limited source of supply. Negotiations shall be held with the lowest evaluated responsive bidder. Counter offers tantamount to negotiations and shall be treated at par with negotiations in the case of one time purchases.

1.35 Award Criteria

- 1.35.1 Subject to ITB Clause 1.39, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. The details of the award would be hosted on the website of the Purchaser.

1.36 Option Clause

- 1.36.1 The Purchaser reserves the right to increase or decrease the quantity of the required goods at any time, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period)

1.37 Purchaser's right to vary Quantities at Time of Award

- 1.37.1 The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements to the extent of 25% without any change in unit price or other terms and conditions.

1.38 Purchaser's right to accept Any Bid and to reject any or All Bids

- 1.38.1 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 award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.

1.39 Notification of Award

- 1.39.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable or telex or fax or e mail that the bid has been accepted and a separate purchase order shall follow through post.

- 1.39.2 Until a formal contract is prepared and executed, the notification of award should constitute a binding contract.
- 1.39.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 1.42, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security.

1.40 Signing of Contract

- 1.40.1 Promptly after notification, the Purchaser shall send the successful Bidder the Agreement/Purchase Order.
- 1.40.2 Within 7 days of date of the Purchase Order, the successful Bidder shall sign, date, and return it to the Purchaser.

1.41 Order Acceptance

- 1.41.1 The successful bidder should submit Order acceptance within 7 days from the date of issue of order/signing of contract, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited pursuant to clause 1.16.4 of ITB.
- 1.41.2 The order confirmation must be received within 7 days. However, the Purchaser has the powers to extend the time frame for submission of order confirmation beyond the original date. Even after extension of time, if the order confirmation is not received, the contract is liable to be cancelled provided that the purchaser, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may, for cogent reasons, offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.

1.42 Performance Security

- 1.42.1 Within 7 days of receipt of the notification of award/PO, the Supplier shall furnish performance security (PS) in the amount specified in SCC, valid till 60 days after the warranty period.
- 1.42.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 1.42.3 The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for supply from foreign countries or in equivalent Indian rupees in case the performance security is submitted by the Indian Agent.
- 1.42.4 In the case of imports, the PS may be submitted either by the principal or by the Indian agent and, in the case of purchases from indigenous sources, the PS may be submitted by either the manufacturer or their authorized dealer/bidder.

- 1.42.5 The Performance security shall be deposited through RTGS /NEFT in favour of BMTPC, New Delhi.
- 1.42.6 The performance security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC, without levy of any interest.
- 1.42.7 In the event of any contract amendment, the supplier shall, within 7 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.
- 1.42.8 The performance security must be received within 7 days. However, the Purchaser has the powers to extend the time frame for submission of Performance Security (PS). Even after extension of time, if the PS is not received, the contract is liable to be cancelled provided that the purchaser, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may, for cogent reasons, offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.

1.43.0 Pre-bid Conference (PBC)

- 1.43.1 There will be no Pre-bid Conference. However, for any clarification the letter through e-mail may be sent on info@bmtpc.org well before the last date of submission of bids.

CHAPTER - 2

CONDITIONS OF CONTRACT GENERAL CONDITIONS OF CONTRACT (GCC) / SPECIAL CONDITIONS OF CONTRACT (SCC)

2.1 Definitions

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

- (a) "Contract" means the Contract 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 Contract Agreement, including any amendments thereto.
- (c) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (d) "Day" means calendar day.
- (e) "Completion" means the fulfilment of the Goods and related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) "GCC" means the General Conditions of Contract.
- (g) "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.
- (h) "Related Services" means the services incidental to the supply of the goods, such as transportation, insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (i) "SCC" means the Special Conditions of Contract.
- (j) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (k) "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 Contract Agreement.
- (l) The "Council" means the Building Materials & Technology Promotion Council (BMTPC), registered under the Societies Registration Act,

1860 having its office at Core-5A, India Habitat Centre, Lodhi Road, New Delhi-110003.

(m) The “Purchaser” means the Council.

(n) “The final destination,” where applicable, means the place named in the SCC.

2.2 Contract Documents

2.2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

2.3 Joint Venture, Consortium or Association

2.3.1 Any joint venture, consortium, or association is not permitted.

2.4 Scope of Supply

2.4.1 The Goods and Related Services to be supplied shall be as specified in Chapter 4 i.e. Specifications and allied technical details.

2.5 Suppliers' Responsibilities

2.5.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with Scope of Supply Clause of the GCC, and the Delivery and Completion Schedule, as per GCC Clause relating to delivery and document.

2.6 Contract price

2.7.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.

2.7 Copyright

2.7.1 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.

2.8 Application

2.8.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

2.9 Standards

2.9.1 The Goods supplied and services rendered under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

2.10 Use of Contract Documents and Information

2.10.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

2.10.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated above except for purposes of performing the Contract.

2.10.3 Any document, other than the Contract itself, enumerated above shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

2.11 Patent Indemnity

2.11.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 2.12.2 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 India; and
- (b) the sale in any country of the products produced by the Goods.

2.11.2 If any proceedings are brought or any claim is made against the Purchaser, 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 proceedings or claim.

2.12 Performance Security

2.12.1 Within 7 days of receipt of the notification of award/PO, the Supplier shall furnish performance security in the amount specified in SCC, valid till 60 days after the warranty period.

- 2.12.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 2.12.3 The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for supply from foreign countries or in equivalent Indian Rupees in case the Performance Security is submitted by the Indian Agent.
- 2.12.4 In the case of imports, the PS may be submitted either by the principal or by the Indian agent and, in the case of purchases from indigenous sources, the PS may be submitted by either the manufacturer or their authorized dealer/bidder.
- 2.12.5 The Performance security shall be deposited through NEFT/RTGS in favour of BMTPC, New Delhi as per details given at Annexure-IV.
- 2.12.6 The performance security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC, without levy of any interest.
- 2.12.7 In the event of any contract amendment, the supplier shall, within 7 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.
- 2.12.8 The order confirmation must be received within 7 days. However, the Purchaser has the powers to extend the time frame for submission of order confirmation and submission of Performance Security (PS). Even after extension of time, if the order confirmation /PS are not received, the contract shall be cancelled provided that the purchaser, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may, for cogent reasons, offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.
- 2.12.9 Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.

2.13 Inspections and Tests

- 2.13.1 The inspections & test, training required would be as detailed in Chapter-4 of the Bidding Document relating to Specification and Allied Technical details.

2.14 Packing

- 2.14.1 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. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit. All items as packed by the OEM should be unpacked at the premises of BMTPC only. If it is found the packing of the items have been tampered with, the same will not be accepted.
- 2.14.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.

2.15 Delivery and Documents

- 2.15.1 Delivery of the Goods and completion and related services shall be made by the supplier in accordance with the terms specified by the Purchaser in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 2.15.2 The terms FOB, FCA, CIF, CIP, etc. shall be governed by the rules prescribed in the current edition of the Inco terms published by the International Chambers of Commerce, Paris.
- 2.15.3 The mode of transportation shall be as specified in SCC. In case the purchaser elects to have the transportation done through Air, then air lifting needs to be done through Air India only. In case Air India does not operate in the Airport of despatch, then the bidder is free to engage the services of any other Airlines.

2.16 Insurance

- 2.16.1 Should the purchaser elect to buy on CIF/CIP basis, the Goods supplied under the Contract shall be fully insured against any loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in SCC.
- 2.16.2 Where delivery of the goods is required by the purchaser on CIF or CIP basis the supplier shall arrange and pay for Cargo Insurance, naming the purchaser as beneficiary and initiate & pursue claims till settlement, on the event of any loss or damage.
- 2.16.3 Where delivery is on FOB or FCA basis, insurance would be the responsibility of the purchaser.
- 2.16.4 With a view to ensure that claims on insurance companies, if any, are lodged in time, the bidders and or the Indian agent shall be responsible for follow up with their principals for ascertaining the dispatch details and

informing the same to the Purchaser and he shall also liaise with the Purchaser to ascertain the arrival of the consignment after clearance so that immediately thereafter in his presence the consignment could be opened and the insurance claim be lodged, if required, without any loss of time. Any delay on the part of the bidder/Indian Agent would be viewed seriously and he shall be directly responsible for any loss sustained by the purchaser on the event of the delay.

2.17 Transportation

2.17.1 Where the Supplier is required under the Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

2.17.2 Where the Supplier is required under the Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the Purchaser's country, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

2.17.3 In the case of supplies from within India, where the Supplier is required under the Contract to transport the Goods to a specified destination in India, defined as the Final Destination, transport to such destination, including insurance and storage, as specified in the Contract, shall be arranged by the Supplier, and the related costs shall be included in the Contract Price.

2.18 Incidental Services

2.18.1 The supplier may be required to provide any or all of the services, including training, if any, specified in chapter 4.

2.19 Spare Parts

2.19.1 The Supplier shall be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) In the event of termination of production of the spare parts:
 - (i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

2.20 Warranty

- 2.20.1 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.
- 2.20.2 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 India.
- 2.20.3 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, or for Eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 2.20.4 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.
- 2.20.5 Upon receipt of such notice, the Supplier shall, within a reasonable period of time, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 2.20.6 If having been notified, the Supplier fails to remedy the defect within a reasonable period of time; 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.
- 2.20.7 Goods requiring warranty replacements must be replaced on free of cost basis to the purchaser. If the warranty replacement are to be imported, it should be supplied on DDP basis.

2.21 Terms of Payment

- 2.21.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as specified in the SCC.
- 2.21.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to Delivery and document Clause of the GCC and upon fulfilment of other obligations stipulated in the contract.
- 2.21.3 Payments shall be made promptly by the Purchaser but in no case later than thirty (30) days after submission of the invoice or claim by the Supplier. While claiming the payment, the supplier should certify in the bill/invoice that the payment being claimed strictly in terms of the contract

and all obligations on the part of the supplier for claiming the payment have been fulfilled as required under the contract.

2.21.4 Payment shall be made in currency as indicated in the contract.

2.22 Change Orders and Contract Amendments

2.22.1 The Purchaser may at any time, by written order given to the Supplier pursuant to Clause on Notices of the GCC make changes within the general scope of the Contract in any one or more of the following:

- (a) Increase or decrease in the quantity required, exercise of quantity opinion clause;
- (b) Changes in schedule of deliveries and terms of delivery;
- (c) The changes in inspection arrangements;
- (d) Changes in terms of payments and statutory levies;
- (e) Changes due to any other situation not anticipated;

2.22.2 No changes in the price quoted shall be permitted after the purchase order has been issued except on account of statutory variations.

2.22.3 No variation or modification in the terms of the contract shall be made except by written amendment signed by the parties.

2.23 Assignment

2.23.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

2.24 Subcontracts

2.24.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or duties or obligation under the contract.

2.25 Extension of time

2.25.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser.

2.25.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). 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 with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

2.25.3 Except as provided under the Force Majeure clause of the GCC, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to liquidated damages Clause of the GCC unless an extension of time is

agreed upon pursuant to above clause without the application of penalty clause.

2.26 Liquidated Damages

2.26.1 Subject to GCC Clause on Force Majeure, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services or contract value in case the delivered price of the delayed goods or unperformed services cannot be ascertained from the contract, for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the Percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause on Termination for Default.

2.27 Termination for Default

2.27.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part

- (a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause on Extension of Time; or
- (b) If the Supplier fails to perform any other obligation(s) under the Contract.
- (c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices etc as defined in GCC Clause and ITB clause on code of integrity in competing for or in executing the Contract.

2.27.2 In the event the purchaser terminates the contract in whole or in part, he may take recourse to any one or more of the following action:

- (a) The Performance Security is to be forfeited;
- (b) The purchaser may procure, upon such terms and in such manner as it deems appropriate, stores similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract.
- (c) However, the supplier shall continue to perform the contract to the extent not terminated.

2.28 Force Majeure

2.28.1 Notwithstanding the provisions of GCC Clauses relating to extension of time, Liquidated damages and Termination for Default 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.

- 2.28.2 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.
- 2.28.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 21 days of its occurrence. 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.
- 2.28.4 If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussions on either side.

2.29 Termination for Insolvency

- 2.29.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

2.30 Termination for Convenience

- 2.30.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time. 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.
- 2.30.2 The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
- (a) To have any portion completed and delivered at the Contract terms and prices; and/or
 - (b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

2.31 Settlement of Disputes

- 2.31.1 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.

2.31.2 If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

2.31.3 The dispute settlement mechanism/arbitration proceedings shall be concluded as under:

(a) If any dispute or difference arises between the parties hereto as to the construction, interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this Agreement, such disputes or differences shall be referred to an Arbitral Bench consisting of three Arbitrators, one each to be appointed by each party and the two Arbitrators shall appoint a third Arbitrator who shall be the presiding Arbitrator. A reference to the Arbitration under this Clause shall be deemed to be submission within the meaning of the Arbitration and Conciliation Act, 1996 and the rules framed thereunder for the time being in force. Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrators otherwise decides in the Award.

(b) In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

2.31.4 The venue of the arbitration shall be the place from where the purchase order or contract is issued.

2.31.5 notwithstanding, any reference to arbitration herein,

(a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

2.32 Governing Language

2.32.1 The contract shall be written in English language which shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the English language only.

2.33 Applicable Law

2.33.1 The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction as specified in SCC.

2.34 Notices

2.34.1 Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by cable, telex, FAX, e-mail or and confirmed in writing to the other party's address specified in the SCC.

2.34.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

2.35 Taxes and Duties

2.35.1 For goods manufactured outside India, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside India.

2.35.2 For goods Manufactured within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its final manufacture/production.

2.35.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in India, the Purchaser shall make its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

2.35.4 All payments due under the contract shall be paid after deduction of statutory levies (at source) (like IT, TDS on GST etc.) wherever applicable.

2.35.5 GST - as per GOI prevailing rates.

2.36 Right to use Defective Goods

2.36.1 If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.

2.37 Protection against Damage

2.37.1 The system shall not be prone to damage during power failures and trip outs. The normal voltage and frequency conditions available at site as under:

- (a) Voltage 230 volts – Single phase/ 415 V 3 phase (+_ 10%)
- (b) Frequency 50 Hz.

2.38 Site preparation and installation

2.38.1 The Purchaser is solely responsible for the construction of the equipment sites in compliance with the technical and environmental specifications defined by the Supplier. The Purchaser will designate the installation sites before the scheduled installation date to allow the Supplier to perform a site inspection to verify the appropriateness of the sites before the installation of the Equipment, if required. The supplier shall inform the purchaser about the site preparation, if any, needed for installation, of the goods at the purchaser's site immediately after notification of award/contract.

2.39 Import and Export Licenses

2.39.1 If the ordered materials are covered under restricted category of EXIM policy in India the Vendor / Agent may intimate such information for obtaining necessary, license in India.

2.39.2 If the ordered equipment is subject to Vendor procuring an export license from the designated government agency / country from where the goods are shipped / sold, the vendor has to mention the name, address of the government agency / authority. The vendor must also mention the time period within which the license will be granted in normal course.

2.40 Risk Purchase Clause

2.40.1 If the supplier fails to deliver the goods within the maximum delivery period specified in the contract or Purchase Order, the purchaser may procure, upon such terms and in such a manner as it deems appropriate, Goods or Services similar to those undelivered and the Supplier shall be liable to the purchaser for any excess costs incurred for such similar goods or services.

2.41 Order Acceptance

2.41.1 The successful bidder should submit Order acceptance within 7 days from the date of issue of order/signing of contract, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited pursuant to clause 1.16.4 of ITB.

CHAPTER – 3

SCHEDULE OF REQUIREMENTS

1. Description of Items

| | | |
|---------------|---|-----------------|
| Name of Items | Apple Desktop | Qty. 1 no. |
| | Windows Desktop | Qty. 1 no. |
| | Windows Laptops | Qty. 2 nos. |
| | Color Laserjet Printers | Qty. 2 nos. |
| | Digital Camera with high resolution | Qty. 2 no. |
| | Apple iPad | Qty. 1 no. |
| | Software for Windows based computers | Qty. 1 no. each |
| | 1. CorelDRAW Graphics Suite 2020 (64-bit) 2. IBM SPSS Statistics (64-bit) Pro (2020) 3. Adobe Photoshop cc2020 (64 bits) 4. Adobe Illustrator cc2020 (64 bits) 5. Adobe InDesign cc2020 (64 bits) 6. Adobe Acrobat Pro DC 2020 | |
| | (Details specification as per Chapter 4) | |

2. Delivery Schedule

Within 15 Days from the date of acceptance of P.O.

3. Period required for installation and commissioning of the Spares after arrival of consignment at the premises of BMTPC.

5 Days

4. Final Destination

The Executive Director,
BMTPC, Core-5A, First Floor, India Habitat Centre,
Lodhi Road
New Delhi

5. Performance Security

5% of Purchase Order value. Bidder shall deposit the PS through NEFT/RTGS as per bank details given at Annexure-IV.

6. Payment Term

100% on bill basis after satisfactorily supply & installation.

7. Warranty

1 Year

CHAPTER – 4

SPECIFICATIONS AND ALLIED TECHNICAL DETAILS

| Sr. No. | Description and Specification of Item | Quantity Required |
|---------|---|-------------------|
| 1 | <p>Apple Desktop</p> <p>Display 27-inch (diagonal) LED-backlit Retina 5K display</p> <p>Processor 3.2GHz 8-core Intel Xeon W processor with Turbo Boost up to 4.2GHz</p> <p>Graphics Radeon Pro Vega 56 with 8GB of HBM2 memory</p> <p>Storage 1TB SSD</p> <p>Memory 32GB of 2666 MHz DDR4 ECC memory</p> <p>Video support and camera 1080p FaceTime HD camera</p> <p>Keyboard and Mouse Space Gray Magic Keyboard with Numeric Keypad, Space Gray Magic Mouse 2</p> <p>Inputs Thunderbolt 3 USB 3.0 802.11ac Wi-Fi Bluetooth 4.2 10Gb Gigabit Ethernet</p> <p>Operating System macOS</p> <p>with</p> <ol style="list-style-type: none"> 1. Wireless apple airdrop headphone 2. Seagate SSD External Solid state drive 1 TB) | 1 |
| 2 | <p>Windows Desktop</p> <p>Screen Size 27 inches</p> <p>Hard Disk Size 1 TB</p> <p>Processor 5 GHz Intel Core i9</p> <p>RAM 32 GB</p> <p>Hard Drive 1 TB flash_memory_solid_state</p> <p>Wireless Type 802.11ab, 5 GHz Radio Frequency</p> <p>Graphic card 8 GB</p> <p>Hardware Platform PC</p> <p>Operating System Windows 10</p> <p>Item Weight 16.83 pounds</p> <p>Product Dimensions 24.1 x 7.6 x 19 inches</p> <p>Item Dimensions L x W x H 24.1 x 7.64 x 19 inches</p> <p>Color Sparkling Black</p> <p>Processor Brand Intel</p> <p>Processor Count 6</p> <p>Computer Memory Type DDR SDRAM</p> <p>Hard Drive Interface Serial ATA</p> <p>with</p> <p>1 wireless headphone</p> | 1 |
| 3 | <p>Windows Laptops</p> <p>Processor Intel i7-8550U processor</p> <p>Processor Brand Intel</p> <p>Processor Type Core i7</p> <p>Processor Speed 1.80 GHz</p> <p>Processor Count 4</p> <p>RAM Size 8 GB</p> <p>Memory Technology DDR4</p> <p>Computer Memory Type GDDR5</p> <p>Hard Drive Size 2 TB</p> <p>Hard Disk Technology Mechanical Hard Drive</p> <p>Speaker Description B&O PLAY</p> <p>Graphics Coprocessor NVIDIA GeForce MX150</p> <p>Graphics Card Ram Size 4 GB</p> | 2 |

| Sr. No. | Description and Specification of Item | Quantity Required | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|-------------------|---------------------|-----------------------------|-----------------------------|-------------------------|---------------------|---------------------------|-----------------------------|---------------------------|-------------------------|--------------------------|---------------------------|----------------------------|---------------------|-----------------------|------------------------|---------------------|------------------------------|--------------------|--|--------------------|--|---|---------|---------------------------------|---|--------------------------------|---------------|------------------------|------------|-----------------------------|---|--------|----------------|-------------|----------------|------------|------------------|-------------|-------------|----------------------------|-----------------------|-------------|---------|--------------------|----------------------|--|
| | <table border="0"> <tr> <td>Connectivity Type</td> <td>Wi-Fi, Bluetooth-V5</td> </tr> <tr> <td>Wireless Type</td> <td>801.11ac</td> </tr> <tr> <td>Number of USB 3.0 Ports</td> <td>2</td> </tr> <tr> <td>Number of HDMI Ports</td> <td>1</td> </tr> <tr> <td>Number of Audio-out Ports</td> <td>1</td> </tr> <tr> <td>Number of Ethernet Ports</td> <td>1</td> </tr> <tr> <td>Number of Microphone Ports</td> <td>1</td> </tr> <tr> <td>Power Source</td> <td>Battery Powered</td> </tr> <tr> <td>Hardware Platform</td> <td>PC</td> </tr> <tr> <td>Operating System</td> <td>Windows 10</td> </tr> <tr> <td>Batteries:</td> <td>1 Lithium Polymer batteries (rechargeable)</td> </tr> <tr> <td>Average Battery Standby Life (in hours)</td> <td>7 Hours</td> </tr> <tr> <td>Average Battery Life (in hours)</td> <td>7 Hours</td> </tr> <tr> <td>Lithium Battery Energy Content</td> <td>41 Watt Hours</td> </tr> <tr> <td>Lithium battery Weight</td> <td>0.85 Grams</td> </tr> <tr> <td>Number of Lithium Ion Cells</td> <td>3</td> </tr> <tr> <td>Colour</td> <td>Mineral Silver</td> </tr> <tr> <td>Item Height</td> <td>18 Millimeters</td> </tr> <tr> <td>Item Width</td> <td>24.2 Centimeters</td> </tr> <tr> <td>Screen Size</td> <td>15.6 Inches</td> </tr> <tr> <td>Maximum Display Resolution</td> <td>1920 x 1080 (Full HD)</td> </tr> <tr> <td>Item Weight</td> <td>1.85 Kg</td> </tr> <tr> <td>Product Dimensions</td> <td>36.2 x 24.2 x 1.8 cm</td> </tr> </table> | Connectivity Type | Wi-Fi, Bluetooth-V5 | Wireless Type | 801.11ac | Number of USB 3.0 Ports | 2 | Number of HDMI Ports | 1 | Number of Audio-out Ports | 1 | Number of Ethernet Ports | 1 | Number of Microphone Ports | 1 | Power Source | Battery Powered | Hardware Platform | PC | Operating System | Windows 10 | Batteries: | 1 Lithium Polymer batteries (rechargeable) | Average Battery Standby Life (in hours) | 7 Hours | Average Battery Life (in hours) | 7 Hours | Lithium Battery Energy Content | 41 Watt Hours | Lithium battery Weight | 0.85 Grams | Number of Lithium Ion Cells | 3 | Colour | Mineral Silver | Item Height | 18 Millimeters | Item Width | 24.2 Centimeters | Screen Size | 15.6 Inches | Maximum Display Resolution | 1920 x 1080 (Full HD) | Item Weight | 1.85 Kg | Product Dimensions | 36.2 x 24.2 x 1.8 cm | |
| Connectivity Type | Wi-Fi, Bluetooth-V5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Wireless Type | 801.11ac | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Number of USB 3.0 Ports | 2 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Number of HDMI Ports | 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Number of Audio-out Ports | 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Number of Ethernet Ports | 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Number of Microphone Ports | 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Power Source | Battery Powered | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Hardware Platform | PC | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Operating System | Windows 10 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Batteries: | 1 Lithium Polymer batteries (rechargeable) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Average Battery Standby Life (in hours) | 7 Hours | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Average Battery Life (in hours) | 7 Hours | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Lithium Battery Energy Content | 41 Watt Hours | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Lithium battery Weight | 0.85 Grams | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Number of Lithium Ion Cells | 3 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Colour | Mineral Silver | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Item Height | 18 Millimeters | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Item Width | 24.2 Centimeters | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Screen Size | 15.6 Inches | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Maximum Display Resolution | 1920 x 1080 (Full HD) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Item Weight | 1.85 Kg | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Product Dimensions | 36.2 x 24.2 x 1.8 cm | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | <p>Colour Laserjet Printer</p> <table border="0"> <tr> <td>Functions</td> <td>Print</td> </tr> <tr> <td>Print speed (up to)</td> <td>28 ppm Black, 28 ppm Colour</td> </tr> <tr> <td>Auto 2-sided printing</td> <td>Yes</td> </tr> <tr> <td>Wired/wireless networking</td> <td>Ethernet/Wi-Fi/Wi-Fi Direct</td> </tr> <tr> <td>Display</td> <td>2.7" colour touchscreen</td> </tr> <tr> <td>Dimensions</td> <td>16.2 x 18.5 x 11.6 inches</td> </tr> <tr> <td>Recommended monthly volume</td> <td>750 to 4,000 pages</td> </tr> <tr> <td>Input/output capacity</td> <td>300 sheets, 150 sheets</td> </tr> <tr> <td>Security features</td> <td>Yes</td> </tr> <tr> <td>Special Feature</td> <td>Auto-Duplex, Network-Ready, Walk-Up USB Port for Microsoft Files, 550-Sheet Optional Paper Tray, Fast First Page Out, HP Auto-On/Auto-Off Technology, ENERGY STAR Certified, Recommended Monthly Page Volume: Up to 4,000 Pages, High-Speed USB 2.0 Printing Port, Cloud Print Enabled</td> </tr> <tr> <td>Printer Technology</td> <td>Laser</td> </tr> <tr> <td>Printer Output</td> <td>Colour</td> </tr> <tr> <td>Print Media Type</td> <td>Paper (plain), Labels, Glossy photo paper, Envelopes, High-resolution paper, Card stock</td> </tr> </table> | Functions | Print | Print speed (up to) | 28 ppm Black, 28 ppm Colour | Auto 2-sided printing | Yes | Wired/wireless networking | Ethernet/Wi-Fi/Wi-Fi Direct | Display | 2.7" colour touchscreen | Dimensions | 16.2 x 18.5 x 11.6 inches | Recommended monthly volume | 750 to 4,000 pages | Input/output capacity | 300 sheets, 150 sheets | Security features | Yes | Special Feature | Auto-Duplex, Network-Ready, Walk-Up USB Port for Microsoft Files, 550-Sheet Optional Paper Tray, Fast First Page Out, HP Auto-On/Auto-Off Technology, ENERGY STAR Certified, Recommended Monthly Page Volume: Up to 4,000 Pages, High-Speed USB 2.0 Printing Port, Cloud Print Enabled | Printer Technology | Laser | Printer Output | Colour | Print Media Type | Paper (plain), Labels, Glossy photo paper, Envelopes, High-resolution paper, Card stock | 2 | | | | | | | | | | | | | | | | | | | | |
| Functions | Print | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Print speed (up to) | 28 ppm Black, 28 ppm Colour | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Auto 2-sided printing | Yes | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Wired/wireless networking | Ethernet/Wi-Fi/Wi-Fi Direct | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Display | 2.7" colour touchscreen | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Dimensions | 16.2 x 18.5 x 11.6 inches | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Recommended monthly volume | 750 to 4,000 pages | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Input/output capacity | 300 sheets, 150 sheets | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Security features | Yes | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Special Feature | Auto-Duplex, Network-Ready, Walk-Up USB Port for Microsoft Files, 550-Sheet Optional Paper Tray, Fast First Page Out, HP Auto-On/Auto-Off Technology, ENERGY STAR Certified, Recommended Monthly Page Volume: Up to 4,000 Pages, High-Speed USB 2.0 Printing Port, Cloud Print Enabled | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Printer Technology | Laser | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Printer Output | Colour | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Print Media Type | Paper (plain), Labels, Glossy photo paper, Envelopes, High-resolution paper, Card stock | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | <p>Digital Camera with High Resolution</p> <table border="0"> <tr> <td>Item Weight</td> <td>390 g</td> </tr> <tr> <td>Flash Memory Installed Size</td> <td>128.0</td> </tr> <tr> <td>Flash Memory Type</td> <td>SDHC, SDXC, SD Card</td> </tr> <tr> <td>Included Memory Card Size</td> <td>512 GB</td> </tr> <tr> <td>Digital Storage Capacity</td> <td>13.2 GB</td> </tr> <tr> <td>Hardware Interface</td> <td>AV Port</td> </tr> <tr> <td>Resolution</td> <td>full hd (1920x1080)</td> </tr> <tr> <td>Additional Features</td> <td>DSLR CAMERA</td> </tr> <tr> <td>Included Components</td> <td>Camera Body, Lens& Carrycase</td> </tr> <tr> <td>Display Technology</td> <td>LCD</td> </tr> <tr> <td>Screen Size</td> <td>3 Inches</td> </tr> <tr> <td>Display Type</td> <td>LCD</td> </tr> </table> | Item Weight | 390 g | Flash Memory Installed Size | 128.0 | Flash Memory Type | SDHC, SDXC, SD Card | Included Memory Card Size | 512 GB | Digital Storage Capacity | 13.2 GB | Hardware Interface | AV Port | Resolution | full hd (1920x1080) | Additional Features | DSLR CAMERA | Included Components | Camera Body, Lens& Carrycase | Display Technology | LCD | Screen Size | 3 Inches | Display Type | LCD | 2 | | | | | | | | | | | | | | | | | | | | | | |
| Item Weight | 390 g | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Flash Memory Installed Size | 128.0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Flash Memory Type | SDHC, SDXC, SD Card | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Included Memory Card Size | 512 GB | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Digital Storage Capacity | 13.2 GB | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Hardware Interface | AV Port | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Resolution | full hd (1920x1080) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Additional Features | DSLR CAMERA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Included Components | Camera Body, Lens& Carrycase | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Display Technology | LCD | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Screen Size | 3 Inches | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Display Type | LCD | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

CHAPTER - 5

PRICE SCHEDULE FORMS

MS Excel BOQ file has been provided. Bidder are requested to note that they should necessarily submit their bids in MS excel format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the unprotected cells with their respective financial quotes and other details.

No other cells should be changed. Once the details have been completed, the bidders should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidders, the bids shall be rejected.

CHAPTER - 6

OTHER STANDARD FORMS (To be uploaded/enclosed as indicated below)

| Sl. No. | Name | Annexure |
|----------------|--|-----------------|
| 1. | Bidder Information Form <i>(to be enclosed with the technical bid)</i> | I |
| 2. | Bid Form <i>(to be enclosed with the technical bid)</i> | II |
| 3. | Price Certificate <i>(to be enclosed with the technical bid)</i> | III |
| 4. | Bank details for RTGS / NEFT Payments | IV |

BIDDER INFORMATION FORM

(a) The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted. This should be done of the letter head of the firm]

Date: _____
Tender No.: _____

Page 1 of _____ pages

| | |
|-----|---|
| 01. | Bidder's Legal Name: <i>(Please attach copy of Articles of Incorporation or Registration of firm)</i> |
| 02. | Bidder's actual or intended Country of Registration: |
| 03. | Bidder's Year of Registration: |
| 04. | Bidder's GST Number: <i>(Please attach copy)</i> |
| 05. | Bidder's PAN Number: <i>(Please attach copy)</i> |
| 06. | Bidder's Legal Address in Country of Registration: |
| 07. | Bidder's Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address: |

Signature of Bidder _____
Name _____
Business Address _____

BID FORM

[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date:

Tender No.:

To:

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda]*;
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services *[insert a brief description of the Goods and Related Services]*;
- (c) Our bid shall be valid for the period of time specified in ITB Sub-Clause 1.16.1 from the date fixed for the bid opening, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our bid is accepted, we commit to give performance security as mentioned in the tender;
- (e) 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.

Signed:

In the capacity of

Name:

Duly authorized to sign the bid for and on behalf of:

Dated on _____ day of _____, _____ *[insert date of signing]*

PRICE CERTIFICATE

Reference: Our Quotation No. _____ Dated for supply of

“Certified that rates quoted are not higher than the rates quoted for the same / similar equipment / item charged to any other govt. organization / PSUs”.

Signature and seal of Bidder on page (On behalf of Manufacturer)

Name of the firm

**BANK DETAILS OF BUILDING MATERIALS & TECHNOLOGY
PROMOTION COUNCIL, NEW DELHI**

| | |
|----------------------------|--|
| Name of the Account Holder | Building Materials & Technology Promotion Council, New Delhi |
| Account No. | 62054931366 |
| Bank Name | State Bank of India |
| Bank Address | Pragati Vihar, Delhi Branch, Ground Floor, Core 6, SCOPE Complex, Lodi Road, New Delhi – 110 003 |
| IFSC Code | SBIN0020511 |
| Type of Account | Savings |
| Branch Code | 20511 |
| GST No. | 07AAATB0304Q1ZW |

Note: Details of UTR No. of RTGS/NEFT payment should be uploaded on e-procurement portal along with the Technical Bid clearly indicating Tender ID.