

**TENDER DOCUMENT**  
FOR  
PURCHASE OF COMPUTER HARDWARE  
**[Desktop PCs/Laptops/Monitors]**

Credit Guarantee Fund Trust for Micro and Small Enterprises  
[Setup by Govt. of India and SIDBI]  
7<sup>th</sup> Floor, MSME Development Center  
Plot No.C-11, 'G' Block  
Bandra Kurla Complex, Bandra (E), Mumbai - 400 051  
Website: [www.cgtmse.in](http://www.cgtmse.in)

Tender No. 2010-11/IT/2

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The information provided by the bidders in response to this Tender Document will become the property of CGTMSE and will not be returned. CGTMSE reserves the right to amend, rescind or reissue this Tender Document and all amendments will be advised to the bidders and such amendments will be binding on them. This document is prepared by CGTMSE for purchase of Computer hardware. It should not be reused or copied or used either partially or fully in any form.

**Section -1**  
**Invitation for Bids [IFB]**

1. Credit Guarantee Fund Trust for Micro and Small Enterprises (hereinafter referred to as Trust) is a trust formed by Govt. of India and SIDBI for providing guarantee to the credit facilities extended by banks and financial institutions to Micro and Small Enterprises. The Trust is operating from its Mumbai Office and Chennai cell.

2. In order to meet the hardware requirement at its Mumbai Office, the Trust invites sealed bids from eligible bidders for the supply, installation and commissioning of computer hardware (Desktop PCs / Laptops / Monitors) along with operating system and other peripherals to its office at Mumbai against buyback of existing Desktop PCs in as is where is condition. The number of old PCs available under buyback is given in Annexure VI.

3. Tender methodology proposed to be adopted by the Trust will be "TWO Bid system" i.e. Technical Bid and Commercial Bid with Technical bid containing pre-qualification also. The Trust would enter into contract with the bidder who qualify pre-qualification, technical bid and whose commercial bid is found to be Lowest Commercial Bid [L-1].

**4. Minimum Eligibility Criteria / Pre-qualification criteria**

The Bidder:

A. Should be Original Equipment Manufacturers (OEM) / Authorised Dealer (AUD)/Distributor of OEM.

Bidders quoting as Authorised Distributors/dealers of the manufacturer will be considered provided:

1. The Bidder furnishes Authorisation from the Manufacturer of Computer Hardware [desktop PCs],
  2. The Bidder as authorised agent, has supplied installed and commissioned computer hardware and peripherals of the kind required by the Trust and has provided after sales service satisfactorily and such computer hardware and peripherals must be in satisfactory operation for at least 2 years on the date of Bid opening and must be providing annual maintenance services for the above installations.
- B. Should be a Registered Company.
- C. Should be in existence in core Computer hardware sales and services business for the last five (5) years
- D. should have minimum average turnover or ₹1 Crore per annum out of Indian Operations from the sale of computer hardware during the last three (3) years ending March 2010. In case of Bidder not himself the manufacturer, the turnover should be of its own and not that of the principal.
- E. Should be a profit making company for at least 2 years out of last 3 years as evidenced from the CA Certificate / Balance sheets.

- F. Should have direct support centers at Mumbai. In case of support through service partners details of customers supported by the service partners to be attached.
- G. Should have successfully delivered and installed at least 20 laptops and 50 desktop PCs at multiple locations in single order or separate order for laptop and desktop PC during last 2 years.

## 5. Schedule of events

<b>S. N.</b>	<b>Bid Reference</b>	2010-11/IT/2 dated 25 <sup>th</sup> August, 2010			
1	Purpose	Purchase of 15 PCs, 6 Laptops and 6 Monitors.			
2	Cost of Tender	<b>₹ 500/-</b> ( To be submitted as Demand Draft in favour of CGTMSE, payable at Mumbai)			
3	No. Of Envelopes ( <b>Non window, sealed</b> ) to be submitted	<b>02 (Two)</b> , containing: 1. Forwarding letter as per Annexure VII, Pre-Qualification and technical Bids as per Annexure II, Manufacturers Authorisation Form as per Annexure III, Bid form as per Annexure IV & Service Support Details as per Annexure V 2. Commercial Bid			
4	Last Date of Submission of Bids	<b>September 01, 2010; 1500 hours</b>			
5	Venue, Date and time of opening of Technical Bids.	<b>At 1600 hours, on September 01, 2010</b> , at the address given at Sr. no. 8			
6	Last Date for seeking clarifications, if any	<b>August 27, 2010, 12:00 noon</b>			
7	Date and time of Pre-bid meeting	<b>1130 hours on August 30, 2010</b> , at the address given at Sr. no. 9.			
8	Bid Validity	120 days from the last date of submission			
9	Address for submission of Bids	The Chief Executive Officer, CGTMSE, 7 <sup>th</sup> Floor, MSME Development Center Plot No.C-11, 'G' Block, Bandra Kurla Complex, Bandra (East) <b>Mumbai - 400 051</b>			
10	Date and time of opening of commercial bids.	Will be intimated in due course to technically short listed vendors only			
11	Contact details				
	<b>Name</b>	<b>Designation</b>	<b>Phone</b>	<b>Fax</b>	<b>E-mail</b>
	Shri A V Syam Sundar	M(Sys)	61437804	022-26541821	<a href="mailto:avshyam@cgtmse.in">avshyam@cgtmse.in</a>
	Shri P M Radhakrishnan	GM	61437803		<a href="mailto:pmradha@cgtmse.in">pmradha@cgtmse.in</a>
	Shri O S Vinod	CEO	61437801		<a href="mailto:osvinod@cgtmse.in">osvinod@cgtmse.in</a>

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## **Section -2 Instruction for Bidders**

### **1 Introduction**

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 may result in the rejection of its bid and will be at the bidder's own risk.

### **2 Pre-bid meeting / Clarification of Bids**

2.1 The bidder or its official representative (not more than two members from a given bidder) are invited to attend pre-bid meeting to be held on date and time at the venue mentioned in Section I (Schedule of events). It is the responsibility of the Bidders representatives (only one person per vendor) to be present at the venue of opening of Bids.

2.2 Clarification sought by bidder should be in writing (Letter/E-mail/FAX etc) and submitted latest by date and time mentioned in Section I (Schedule of events).

2.3 The text of the questions raised (without identifying the source of enquiry) and the response given by the Trust, together with amendment(s) to the bidding document, if any, will be intimated to the bidders within the date and time mentioned in Section I (Schedule of events).

2.4 In case of any clarification required by Trust to assist in the examination, evaluation and comparison of bids, Trust may, at its discretion, ask the bidder for clarification. The response / Clarification shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

#### 2.5 Technical Bid

- Bidder to submit point by point compliance to the technical compliance and it should be included in the Bid
- Any deviations from the specifications should be clearly brought out in the bid
- Bidder to quote for entire package on a single responsibility basis for the goods and services it proposes to supply under the contract

### **3 Amendment to the bidding document**

3.1 At any time prior to the deadline for submission of Bids, the Trust, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment.

3.2 All prospective Bidders that have received the Bidding Document from the Trust will be notified of the amendment in writing, by fax or E-mail and the said amendments will be binding on them.

3.3 In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Trust, at its discretion, may extend the deadline for the submission of Bids.

#### **4 Cost of Bidding**

The Bidder shall bear all the costs associated with the preparation and submission of its Bid, and the Trust will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

#### **5 Documents constituting the bid**

The Bidding document includes the following:

Invitation to Bid	Section I
Instruction for Bidders	Section II
General Terms and Conditions	Section III
Special Terms and Conditions	Section IV
Technical Specification of Computer Hardware	Annexure I
Pre-qualification / Technical Bid	Annexure II
Manufacturer Authorisation Form [MAF]	Annexure III
Bid Form	Annexure IV
Service Support Details	Annexure V
Requirement /Delivery/Buyback Details	Annexure VI
Forwarding Letter	Annexure VII
Proforma of Indemnity	Annexure VII
Acceptance Criteria	Annexure IX
Undertaking of Authenticity for Desktops Commercial Bid	Annexure X Annexure XI

#### **6 Period of validity of bids (Date till which the bids should be valid)**

120 days from the last date of submission of tender document and shall be binding on the bidder, if Trust chooses to place the purchase order (PO) or repeat order(s), on or before that date. The Trust, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

#### **7 Format and signing of Bid**

7.1 The Bidder shall prepare and submit the original bid, clearly marking "ORIGINAL BID FOR SUPPLY OF COMPUTER HARDWARE" on the top of the cover. Technical and commercial bids should be placed in two separate envelopes superscribed Technical Bid and Commercial Bid respectively.

7.2 The Original bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person(s) duly authorized to bind the Bidder to the contract. The

person(s) signing the bids shall initial all the pages of the bids, except for unamended printed literature.

7.3 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person signing the bids.

## **8 Sealing and Marking of Bids**

8.1 The bidder shall submit a sealed non-window envelope containing

- Pre-qualification/minimum eligibility criteria, Technical bid and draft for ` 500/- towards application amount in sealed non-window envelope.
- Commercial bid in sealed non-window envelope.

8.2 The Bidder shall seal the envelope containing Pre-qualification/Minimum Eligibility Criteria and Technical bid in NON-WINDOW. The envelope should be superscribed with "ORIGINAL BID FOR SUPPLY OF COMPUTER HARDWARE – TECHNICAL PROPOSAL".

8.3 The Bidder shall seal the envelope containing Commercial Bid in NON-WINDOW. The envelope should be superscribed with "ORIGINAL BID FOR SUPPLY OF COMPUTER HARDWARE – COMMERCIAL PROPOSAL".

8.4 The envelopes shall be addressed to the Trust at the address given below:

The Chief Executive Officer  
Credit Guarantee Fund Trust for Micro and Small Enterprises  
7<sup>th</sup> Floor, MSME Development Center  
Plot No.C-11, 'G' Block  
Bandra Kurla Complex, Bandra (East)  
**Mumbai 400 051**

8.5 If the envelope is not sealed and marked, the Trust will assume no responsibility for the Bid's misplacement or its premature opening.

## **9 Last date for submission of Bids**

Last date for bid submission is mentioned in Section 1(Schedule of events).

9.1 In the event of the specified date for the submission of bids, being declared a holiday for the Trust, the bids will be received upto the appointed time on the next working day.

9.2 The Trust may, at its discretion, extend the deadline for submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Trust and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

9.3 Any bid received by the Trust after the deadline for submission of bids prescribed by the Trust will be rejected and returned unopened to the bidder.

9.4 Modification And/Or Withdrawal of Bids:

Bids once submitted will be treated, as final and no further correspondence will be entertained. No bid shall be modified after the deadline for submission of bids. No bidder shall be allowed to withdraw the bid, if bidder happens to be the successful

bidder. The Trust has the right to reject any or all tenders received without assigning any reason whatsoever. The Trust shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason whatsoever.

## **10 Documents Establishing Bidder's Eligibility and Qualification**

10.1 The Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the contract.

10.2 The documentary evidence of the Bidder's qualifications to perform the Contract, if its Bid is accepted shall be established to the Trust's satisfaction:

10.3 That the Bidder has the Financial, Technical and Production/ Distribution/ Service capability necessary to perform the contract;

10.4 That the Bidder meets the qualification criteria as required under Minimum Eligibility Criteria and

10.5 That adequate, specialised hardware, related software expertise are already available to ensure that the support services are responsive and the Bidder will assume total responsibility for the fault free operation of hardware, software and maintenance during the mandatory 3 year warranty period and provide necessary maintenance services for further period, if desired by the Trust after the end of warranty period.

## **11 The Trust's Right to accept any Bid and to reject any or All Bids**

11.1 The Trust may at its discretion evaluate the vendors for supply of items detailed above based on the qualitative aspects broadly in respect of one or more of the following parameters:

- Financial strength and market reputation
- Annual Turnover for last 3 consecutive years
- Profitability for last 2 years
- Spread of Network of service centers
- Supplies made to other Government Organisations and Public Sector Banks in the last 2 years.
- Quality and Promptness of service support
- Vendors ability to honor the commitments
- Trust's own past experience

11.2 The Trust reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to placing of purchase order, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Trust's action.

## **12 Evaluation of Bids**

### **12.1 Clarification of Bids**

During evaluation of Bids, the Trust, at its discretion, may ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing (Fax/e-Mail), and no change in the substance of the Bid shall be sought, offered or permitted.

### **12.2 Preliminary Examinations / Pre-qualification**

- 12.2.1.1 In the first stage, Pre-qualification/Technical Bids will be opened in presence of a Technical Bids Opening Committee appointed for the purpose. It is the responsibility of the bidder's representative to be present at the time, on the date and at the place specified in the tender document. The bidders' representatives who are present shall sign a document evidencing their attendance.
- 12.2.1.2 The Trust will examine the Bids to determine whether they are complete, the documents have been properly signed, supporting papers/documents attached and the bids are generally in order.
- 12.2.1.3 The Trust may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- 12.2.1.4 Prior to the detailed evaluation, the Trust will determine the substantial responsiveness of each Bid to the Bidding document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. The Trust's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence. The Trust would also evaluate the Bids on technical parameters.
- 12.2.1.5 If a Bid is not substantially responsive, it will be rejected by the Trust and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 12.2.1.6 The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.
- 12.2.1.7 All the bidders who qualify in pre-qualification and Technical evaluation would be shortlisted. Commercial bids of only shortlisted bidders would be opened.

12.3 Arithmetic errors, if any, in the price breakup format will be rectified on the following basis:

- If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the supplier does not accept the correction of errors, its bid will be rejected.
- If there is discrepancy in the unit price quoted in figures and words, the unit price, in figures or in words, as the case may be, which corresponds to the total bid price for the item shall be taken as correct.

- If the vendor has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.

12.4 The Trust may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or effect the relative ranking of any bidder.

12.5 The Trust at its discretion can ask the vendors for the demonstration of all or some components/features of the hardware quoted by them. However, the Trust will not pay/ reimburse any expenditure incurred by the vendor for arranging the demonstration.

### **13 Contacting the Trust**

13.1 Bidder shall NOT contact the Trust on any matter relating to its Bid, from the time of opening of Bid to the time a communication in writing about its qualification or otherwise received from the Trust.

13.2 Any effort by the Bidder to influence the Trust in its decisions on Bid evaluation, Bid comparison may result in the rejection of the Bidder's Bid.

### **14 Award of Contract**

14.1 The Trust will award the contract to the successful Bidder, out of the Bidders who have responded to Trust's tender as referred above, who has been determined to qualify to perform the contract satisfactorily, and whose Bid has been determined to be substantially responsive, and is the lowest evaluated Bid.

14.2 The Trust reserves the right at the time of award of contract to increase or decrease of the quantity of goods or services or change in location where equipments are to be supplied from what was originally specified while floating the tender without any change in unit price or any other terms and conditions.

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## **Section -3**

### **General Terms and Conditions**

(These terms and conditions are generic in nature, which have been mentioned for the knowledge of the bidders and may be changed to specific terms and conditions with necessary changes with each Purchase Order as and when applicable)

#### **1 Definitions**

In this Contract, the following terms shall be interpreted as indicated:

1.1 “The Trust” means Credit Guarantee Fund Trust for Micro and Small Enterprises (CGTMSE);

1.2 “The Contract” means the agreement entered into between the Trust, represented by its Officer and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;

1.3 “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;

1.4 “The Goods” means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Trust under the Contract;

1.5 “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Purchase Contract;

1.6 “TCC” means the Terms and Conditions of Contract contained in this section;

1.7 “The Supplier” or “the Vendor” means the individual or firm supplying or intending to supply the Goods and Services under this Contract; and

1.8 “The Project Site” means various Offices of Credit Guarantee Fund Trust for Micro and Small Enterprises.

#### **2 Use of Contract Documents and Information**

2.1 The Supplier shall not, without the Trust’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 Trust in connection therewith, to any person other than a person employed by the Supplier in the 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.

2.2 The Supplier will treat as confidential all data and information about the Trust, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Trust.

### **3 Subcontracts**

3.1 The Supplier shall not assign to others, in whole or in part, their obligation to perform under the contract, except with the Trust's prior written consent.

3.2 The Supplier shall notify and obtain concurrence from the Trust in writing of all subcontracts / Franchisees awarded under the Contract, if not already specified in the quotation. Such notification, in the original quotation or later, shall not relieve the Supplier from any liability or obligation under the Contract.

3.3 Subcontracts / Franchisees must comply with the provisions of TCC.

### **4 Delivery and Installation**

4.1 The Bidder should deliver the goods/services within stipulated time as mentioned in Special terms and conditions from the date of Purchase Order.

4.2 Delivery of the Goods shall be made by the Supplier in accordance with the terms of the Purchase Contract. The vendor should take responsibility of the Goods till it reaches the delivery destination as informed by the Trust, transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier. Vendor shall organise the Road Permits wherever required, any letter required for this will be given by the Trust.

4.3 The Bidder should install the goods within Three (3) weeks, from the date of delivery. If the vendor fails to install the items within Three (3) weeks, the Trust will impose a penalty of 1% of the order value for the late installed item for each week's delay or part thereof, subject to maximum of 5% of value of the late installed items.

4.4 Installation will be treated as incomplete in one/all of the following situations:

- Non-delivery of any hardware or other components and software modules mentioned in the order
- Non-delivery of supporting documentation
- Delivery, but no installation of the components and/or software
- ILL-integration
- System operational, but unsatisfactory to the Trust

4.5 The Trust will consider the inability of the Bidder to deliver or install the equipment within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the Bidder.

The liquidation damages represent an estimate of the loss or damage that the Trust may have suffered due to delay in performance of the obligations (relating to delivery, installation, operationalisation, implementation, training, acceptance, warranty, maintenance etc. of the deliverables) by the Bidder.

4.6 The Trust shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum as specified in Special Terms and Conditions

4.7 Products shall be supplied in a ready to use condition along with all Cables, Connectors, Software Drivers, Manuals and Media etc.

4.8 The vendor shall integrate the hardware with the existing LAN/WAN infrastructure

## **5 Delivery and Documents**

The details of shipping and/or other documents to be furnished by the Supplier are specified hereunder.

- 1 Original copy of Supplier's invoices showing contract number, goods description, quantity, unit price and total amount;
- 2 Manufacturer's / Supplier's warranty certificate;
- 3 Inspection certificate issued by the nominated inspection agency, if any, and the Supplier's factory inspection report and Quality Control Test Certificates.
- 4 The vendor to submit insurance certificate along with delivery documents.

## **6 Price**

6.1 Prices quoted by the bidders should include all local taxes, VAT, duties, levies, transportation costs and insurance costs till the equipment is accepted.

6.2 Once a contract price is arrived at, the same must remain firm and must not be subject to escalation during the performance of the contract due to fluctuation in foreign currency, change in the duty/tax structure, changes in costs related to the materials and labour or other components or for any other reason.

6.3 The prices quoted shall be valid for a minimum period of Three Months from the last date for submission of offers.

6.4 Octroi, alone, if applicable, will be made at actuals, on production of suitable evidence of payment by the Supplier.

6.5 Further, subsequent to the orders being placed/agreement executed, the Bidder shall pass on to the Trust all fiscal benefits arising out of reductions in Government Levies viz., Sales Tax, Excise Duty, Custom Duty etc. Otherwise rates are firm during the entire contract period.

6.6 CGTMSE will not provide Form-C or Form-D and vendor will have to arrange for Form 31 or 32 or any other road permit , if required, on behalf of CGTMSE.

## **7 Terms of Payment**

7.1 The standard payment terms of the Trust are given below.

➤ 90% after delivery, verification and installation of items at respective locations.

➤ 10% after complying with acceptance criteria and after submitting performance Bank Guarantee from a **scheduled commercial bank** equivalent to 10% of contract value, valid till THREE months after expiry of warranty from the date of acceptance along with invocation period of THREE months.

### **All the payments will be made by CGTMSE, Mumbai.**

Vendor will be required to furnish the documentary proof of delivery, installation and acceptance duly signed by CGTMSE officials while claiming the payment.

7.2 Supplier will be entirely responsible for all applicable present and future, duties, levies, charges, license fees, VAT etc. in connection with delivery of goods at site including incidental services and commissioning.

7.3 The Bidder must accept the payment terms proposed by the Trust. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Trust. Any deviation from the proposed payment terms would not be accepted. The Trust shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Trust.

7.4 All Payments will be made to the Bidder in Indian Rupee only.

## **8 Technical Information**

8.1 The technical documentation involving detailed instruction for operation and maintenance, users' manual etc., is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.

8.2 The Models offered should strictly conform to the specifications given in the product literature and these models should be supported for a minimum period of 8 years including warranty period and post warranty maintenance. The Models proposed/ marked for withdrawal from the market and the models under quality testing should not be offered. Trust shall reserve right to ask for PROOF OF CONCEPT on working of the newly introduced Models in the market, if offered, on the agreed terms & conditions.

8.3 When the configuration/ feature required is not available in a particular model, the next available higher configuration model shall be offered.

8.4 In addition to the above, if any additional/ enhanced configuration is suggested in view of technological changes, it may be furnished as optional feature with/without cost duly explaining the additional utility of the offered model in both the technical offer document as well as Commercial Offer document. However, the basic quote should be confined only to the configuration/ model offered for.

8.5 Two or more models can be offered, if they conform to the technical specifications given. However, the vendor shall offer only one main option for bid evaluation out of the models offered and the same shall be mentioned on the MODEL OFFERED. Vendor may offer alternate options for consideration of the Trust, if required.

## **9 Acceptance**

9.1 The acceptance / performance test will be performed after completion of installation and commissioning of all the components of the solution at the sites of installation. Complete hardware and Software as specified in the tender must have been supplied, installed and commissioned properly by the Bidder prior to commencement of the tests. The acceptance test will be conducted by the Trust, their consultant or other such person nominated by the Trust at its option as per the acceptance criteria as defined in Annexure IX. The acceptance will involve trouble-free operation for **seven consecutive days** at site. The Bidder will be responsible for setting up and running the acceptance test without any extra cost to the Trust.

9.2 In the event of hardware and software failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the Trust reserves the right to get the corresponding component replaced by the Bidder at no extra cost to the Trust or to cancel the order and recall all the payments made by the Trust to the bidder.

9.3 Successful conduct and conclusion of the acceptance tests for the installed components shall also be the sole responsibility and at the cost of the Bidder

9.4 The Trust's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Trust or its representative prior to the shipment of the goods.

## **10 Acceptance Certificate**

On successful completion of acceptability test, receipt of deliverables etc. for the equipment and after the Trust is satisfied with the working on the system, the acceptance certificate signed by the Bidder and the representative of the Trust will be issued. The date on which such certificate is signed shall be deemed to be the date of acceptance of the system and the WARRANTY of the Hardware starts from that date.

## **11 Governing language**

11.1 The Contract shall be written in English. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in English.

11.2 The technical documentation involving detailed instruction for operation and maintenance, users' manual etc. is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.

## **12 Applicable laws**

12.1 The Contract shall be interpreted in accordance with the laws prevalent in India.

12.2 Compliance with all applicable laws: The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Trust about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Trust and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.

12.3 Compliance in obtaining approvals/ permissions/ licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government

Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Trust and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom and the Trust will give notice of any such claim or demand of liability within reasonable time to the bidder.

### **13 Performance security**

The vendor/supplier has to provide Performance Security in the form of Performance Guarantee.

#### **13.1 Performance Guarantee**

The Vendor will be required to furnish an unconditional Trust Guarantee of an amount equivalent to 10% of contract value and valid for WARRANTY period + THREE months (invocation period) from the date of acceptance. The performance guarantee to be submitted within ONE month after acceptance of goods and before release of full and final payment of the Contract for indemnifying the Trust against any default / failure in execution of contract, as per the format provided by Trust .

### **14 Insurance**

14.1 The Bidder is responsible for acquiring insurance for all components, equipment and software. The goods supplied under the Contract shall be fully insured.

14.2 The insurance shall be for an amount equal to 110 percent of the CIF value of the Goods delivered to the Trust covering "All Risks" (fire, burglary, act of terrorist, natural calamities such as Earth quake, floods etc.) valid for a period not less than 3 months after date of delivery. **If the vendor fails to obtain insurance cover and any loss or damage occur, the vendor will have to replace the items with new ones without any cost to the Trust.**

14.3 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India, transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier

14.4 Should any loss or damage occur, the Bidder shall

- a. initiate and pursue claim till settlement, and
- b. Promptly make arrangements for repair and/or replacement of any damaged item/s irrespective of settlement of claim by the underwriters.

### **15 Inspections and tests**

15.1 Inspection and Quality Control tests before evaluation, prior to shipment of Goods and at the time of final acceptance are as follows:

- Inspection/Pre-shipment Acceptance Testing of Goods as per quality control formats including functional testing, burn-in tests and mains fluctuation test at full load, facilities etc., as per the standards / specifications may be done at factory site of the Supplier before dispatch of goods, by the Trust/ Trust's Consultants /Testing Agency. The supplier should intimate the Trust before dispatch of goods to various locations/offices for conduct of pre-shipment testing. Successful conduct and conclusion of pre-dispatch inspection shall be the sole responsibility of the Supplier;
- Provided that the Trust may, at its sole discretion, waive inspection of goods having regard to the value of the order and/or the nature of the goods and/or any other such basis as may be decided at the sole discretion of the Trust meriting waiver of such inspection of goods.
- In the event of the hardware and software failing to pass the acceptance test, as per the specifications given, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the Trust reserves the right to cancel the Purchase Order.

15.2 The inspection and quality control tests may be conducted on the premises of the Supplier, at point of delivery and / or at the Goods' final destination. Reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors, at no charge to the Trust. If the testing is conducted at the point of delivery or at the final destination, due to failure by the vendor to provide necessary facility / equipment at his premises, all the cost of such inspection like travel, boarding, lodging & other incidental Expenses of the Trust's representatives to be borne by the vendor.

15.3 Nothing stated herein above shall in any way release the Supplier from any warranty or other obligations under this Contract.

15.4 The Supplier shall provide complete and legal documentation of Systems, all subsystems, operating systems, compiler, system software and the other software. The Supplier shall also provide licensed software for all software products, whether developed by it or acquired from others. The Supplier shall also indemnify the Trust against any levies/penalties on account of any default in this regard.

15.5 On successful completion of acceptability test, receipt of deliverables, etc., and after the Trust is satisfied with the working on the system, the acceptance certificate will be signed by the, Testing Agency and the representative of the Trust.

## **16 Warranty**

16.1 The Bidder warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

The Bidder further warrants that all the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Trust's Specifications) or from any act or omission of the Bidder, that may develop under normal use of the supplied Goods in the conditions prevailing at the final destination.

16.2 On-site comprehensive warranty: The warranty would be on-site and comprehensive in nature and back to back support from the OEM. The vendor will warrant all the hardware and software including battery for laptops against defects arising out of faulty design, materials and media workmanship etc. for a period of Three years from the date of acceptance of the hardware. The vendor will provide support for Operating Systems and other pre-installed software components during the warranty period of the hardware on which these software & operating system will be installed. Defective hardware shall be replaced by the vendor at his own cost, including the cost of transport. Vendor's hardware engineer will report at the Trust offices within two hours of reporting of breakdown through telephone/ email or Fax or courier at the vendor's nearest office and repair the same at the earliest.

**SLA:** The downtime of a machine at any location should not exceed 5% in a month. The monthly downtime percent of a machine should be calculated as under:

$$\text{Downtime \%} = \frac{(\text{Unavailable hours due to breakdown} - \text{PM hours}) \times 100}{(\text{Available Hours})}$$

$$\text{Available hours} = \text{No. of working days} \times 8$$

If the downtime percentage exceeds 5% in a month, proportionate amount for all such breakdowns during the warranty period, may be claimed/ adjusted while releasing the Performance Bank Guarantee or the warranty period for the hardware will be extended accordingly. If claimed, the vendor has to pay the penalty amount as directed in the claim letter.

If the downtime percentage exceeds 5% in a month, penalty will be charged for shortfall and amount of penalty will be calculated quarterly as per the table given below, subject to maximum of 10% of cost of Hardware.

Shortfall in SLA target/Compliance by	Penalty (%)
<= 1%	1
> 1% and <= 3 %	3
> 3% and <= 5 %	5
> 5% and <= 6 %	6
> 6% and <= 8 %	8
> 8% and <= 10 %	10

16.3 During the Warranty period, the Bidder will have to undertake system maintenance and replacement or repair of defective parts or systems.

16.4 The Trust shall promptly notify the Bidder in writing / e-mail / fax of any claims arising under this warranty.

16.5 Upon receipt of such notice the Bidder shall, as mentioned below, repair or replace the defective goods or parts thereof, without any cost to the Trust.

Item Description	Resolution Time	Compliance Level	Calculation Window
PC/ Laptop/ Monitor	Same Business Day if calls logged by 12 noon otherwise NBD (Next	95%	Monthly

	Business Day)		
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16.6 The Bidder must provide the following warranties:

(a) The equipment proposed is complete in every way.

(b) The hardware / software specification, capabilities and performance characteristics are as stated in the Bidder's proposal and accompanying documentation.

16.7 In case an equipment, peripheral or components (such as CPU, SMPS, Circuit Boards, monitors, etc.) are taken away for repairs, the vendor shall provide a similar standby equipment so that the equipments can be put to use in the absence of the originals/ replacements without disrupting the Trust's regular work.

16.8 If during operation, the down time of any piece of equipment or component thereof does not prove to be within reasonable period, the Supplier shall replace the unit of component with another of at least the same performance and quality, at no cost to the Trust.

16.9 Free **on-site maintenance** services shall be provided by the Supplier during the period of warranty. After the expiry of warranty period, the vendor will enter into AMC agreement with the Trust for providing post warranty maintenance of equipment viz. Computer Systems, Peripherals, UPS, Systems Software & other software for a period normally not less than 8 years, at the discretion of the Trust. The AMC charges / rates should be quoted separately, if required by the Trust.

16.10 Further provided that the Trust may, during the currency of the warranty or AMC, shift the goods wholly or in part to other location(s) within the Country and in such case the Supplier undertakes to continue to warrant or maintain the goods at the new location without any other additional cost to the Trust.

## **17 Post Warranty Maintenance:**

The selected vendor will enter into AMC (Annual Maintenance Contract) with the Trust, if so desired by the Trust, for post warranty maintenance. However the Trust will be having right to go with any other vendor for AMC if so desired by the Trust.

The hardware supplied should be maintained by the vendor for at least 6 years from the date of acceptance by the Trust. The Trust may negotiate AMC charges while entering into AMC. AMC should cover the total equipment along with OS etc procured from the vendor with maintenance support by FAX, e-mail, telephone and on site support, if any required & Minimum of 4 Preventive Maintenance calls during the year as per the requirement of the Trust. In the case of authorized/ channel partners, AMC charges shall also include the cost for the arrangement with OEM for maintenance of spares, providing support services, updates (if any required) for providing AMC support for period.

## **18 Patent Rights**

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Goods or any part thereof in India, the Supplier shall act expeditiously to extinguish such claim. If the Supplier fails to comply and the Trust is required to pay compensation to a third

party resulting from such infringement, the Supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Trust will give notice to the Supplier of such claim, if it is made, without delay.

## **19 Force majeure**

If the performance as specified in this order is prevented, restricted, delayed or interfered by reason of Fire, explosion, cyclone, floods, War, revolution, acts of public enemies, blockage or embargo, Any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrict trade practices or regulations, Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein, or Any other circumstances beyond the control of the party affected, then notwithstanding anything herebefore contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected uses its best efforts to remove such cause of non-performance and when removed the party shall continue performance with utmost dispatch.

If a Force Majeure situation arises, the Bidder shall promptly notify the Trust in writing of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by the Trust in writing, the Bidder 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

## **20 Buy Back**

The PCs under buyback will be sold by the Trust on “as is where is” basis and purchase price of these PCs once accepted by the Trust cannot be withdrawn by the vendor. The vendor should offer these PCs first to CGTMSE employees at the buyback price offered by the vendor. In case the vendor is not able to dispose off all the PCs to CGTMSE employees at a particular location, it would be vendor’s responsibility to collect the remaining PCs from that location. CGTMSE will not provide any transportation. The employees whoever gets the PCs would be paying directly to the vendor for which the Trust will not take any responsibility.

## **21 Repeat Order**

The Trust reserves the right to place repeat order for additional requirement (Max. 10% of items that were originally ordered) of PCs at the negotiated price within three months of placing the order.

## **22 Forfeiture of performance security**

The Trust shall be at liberty to set off/adjust the proceeds of the performance security towards the loss, if any, sustained due to the supplier’s failure to complete its obligations under the contract. This is without prejudice to the Trust’s right to proceed against the Supplier in the event of the security being not enough to fully cover the loss/damage.

## **23 Penalty for Default Delivery**

If the vendor fails to deliver the items within stipulated period, Trust will impose a penalty of **1% of the order value for the late delivered item for each weeks delay or part thereof, subject to maximum of 10% of value of the late delivered items.**

In case the delay exceeds five weeks, Trust reserves the right to cancel the order and in such a case, the vendor will have to repay Trust the advance paid, if any, with 12% p.a. interest, unconditionally. In such an event vendor will not be entitled to or recover from Trust any amount by ways of damages, loss or otherwise. If orders are cancelled due to non delivery, the vendor will be debarred by the Trust for participating in any future tenders floated by the Trust.

## **24 Termination**

The Trust may at any time terminate the contract by giving written notice to the Bidder if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Trust.

The Trust reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

- Failure of the successful bidder to accept the contract and furnish the Performance Guarantee within specific days of receipt of purchase contract as stated in the Purchase order;
- Delay in offering equipments for pre-delivery Inspection;
- Delay in delivery beyond the specified period;
- Delay in completing installation / implementation and acceptance tests / checks beyond the specified periods;
- Serious discrepancy in hardware noticed during the pre-dispatch factory inspection; and

In addition to the cancellation of purchase contract, the Trust reserves the right to appropriate the damages through encashment of Performance Guarantee given by the Bidder.

## **25 Resolution of Disputes**

It will be the Trust's endeavor to resolve amicably any disputes or differences that may arise between the Trust and the Bidder from misconstruing the meaning and operation of the Tender and the breach that may result.

In case of Dispute or difference arising between the Trust and a Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between the Trust and the Supplier OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.

The Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Trust or unless the matter is such that the

work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.

Arbitration proceedings shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;

Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Mumbai, India only.

Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.

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

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## **Section -4 Special Terms and Conditions**

### **1. Cost Details**

The price should include all levies/ taxes like Service tax, VAT, Sales Tax, Transportation, Customs, Excise, traveling charges, support service during warranty etc. Item wise breakup of all applicable taxes must be mentioned in the Invoice.

Octroi, if applicable, will be reimbursed extra at actuals, on production of original receipt which should be in the name of the Trust.

The Trust will not be in a position to supply Form-C or Form-D and vendor will have to arrange for Form 31 or 32 or any other road permit, if required, on behalf of CGTMSE.

### **2. Terms of Delivery**

All items should be delivered within Two weeks from the date of purchase order at Trust's location/office.

The Trust will not be in a position to supply Form -C or Form -D and vendor will have to arrange for Form 31 or Form 32 or any other road permit, if required, on behalf of CGTMSE.

Vendor will have to verify all the items within one week from the date of delivery in the presence of Trust officials at respective location/offices.

### **3. Warranty**

The vendor to provide **comprehensive on-site warranty of THREE YEARS (include batteries for laptops)** from the date of acceptance for all the hardware items.

**The Warranty should be BACK TO BACK from OEM.**

### **4. Buy Back**

The PCs under buyback will be sold by the Trust on "as is where is" basis and purchase price of these PCs once accepted by the Trust cannot be withdrawn by the vendor. The vendor should offer these PCs first to CGTMSE employees at the buyback price offered by the vendor. In case the vendor is not able to dispose off all the PCs to CGTMSE employees at a particular location, it would be vendor's responsibility to collect the remaining PCs from that location. CGTMSE will not provide any transportation. The employees whoever gets the PCs would be paying directly to the vendor for which the Trust will not take any responsibility.

\*\*\*\*\*

### Technical Specification of Computer Hardware

#### 1. Desktop PCs

Requirement: 15 Nos.

S.N.	COMPONENT	MINIUM SPECIFICATIONS
1	PROCESSOR	Intel Core i5-650 Processor 3.2 GHz, 4M total cache
2	CACHE	4MB L2 Cache
3	MEMORY	4 GB DDR3 @ 1066 MHz upgradeable to 8 GB with min. 4 slot.
4	CHIP SET	Intel H57/Q57 or higher
5	PCI SLOTS	2PCI Slots, 1 PCI Express X 1/ 1 PCI Express X 16
6	MOTHER BOARD	OEM / Intel
7	MONITOR	21" TFT height and tilt adjustable, color <b>NON WIDE</b> , active Matrix, and Resolution: 1366x768, Energy star compliant with two inbuilt speakers at the front. [in case vendor provides speakers on monitor]
8	DISPLAY CONTROLLER	Integrated Intel graphics Media Accelerator
9	HARD DISK	250 GB SATA HDD @7200rpm with SMART technology
10	DVD ROM	DVD-ROM drive
11	PORTS	1 Keyboard, 1 Monitor, 1 Mouse, 1 Serial, 1 Parallel(may be provided through converters),4 USB 2.0 (2 Front accessible)
12	MOUSE	Two button optical scroll mouse with mouse pad Should be of same make as desktop
13	KEY BOARD	Standard 107 key Keyboard Should be of same make as desktop
14	CABINET	Tower Model (Micro ATX cabinet)
15	ETHERNET CARD	Integrated 10/100/1000 Mbps Ethernet card with RJ45 Jack
16	AUDIO	Integrated Intel High definition Audio system with two speakers inbuilt with TFT monitor OR speakers inbuilt in the CPU [external speakers will not be accepted].
17	JACKS	Jacks for Microphone/ mike/speaker/ Headphone connectivity
18	OPERATING SYSTEM	Genuine Windows 7 Professional, preloaded with Recovery CD with downgrade rights to Genuine Windows XP Professional 32 Bit.
19	ISO CERTIFICATION	The System(s) should be from OEM having ISO 9001 and ISO 14001 Certification.
20	CERTIFICATIONS FOR WINDOWS 7 / PRELOAD	The desktop model should be Microsoft Certified for running Windows 7 Professional [Certificate for the same should be produced).  The company should have authorisation for preload Windows 7 Professional on their machines. [Should produce a certificate for the same.]
21	DMI CERTIFICATION	The desktop model quoted should have certification for DMI (Desktop Management Interface) /CIM (Certificate for the same should be produced)
22	PRE-LOADING OF CLIENT SOFTWARES / UTILITIES.	CGTMSE will provide all the client software /utilities to be pre-loaded on the desktop PC's along with copy of licenses. The vendor to load the same prior to dispatch of hardware.

**2. LAPTOPS:  
Requirement: 6 Nos.**

S.N.	Component	Minimum Specifications
1	CPU	Intel Core i5, 540M Processor (2.53GHz)
2	L3 Cache	3MB
3	Memory	4GB, DDR3 (1333 MHz) expandable to 8GB.
4	Chipset	Mobile Intel QM57/HM57 Express Chipset
5	Mother board	Intel / OEM
6	Display	12.1 inch diagonal WXGA with built-in Camera
7	Hard disk	250GB, 7200 RPM SATA or above with 3D drive guard and full disk encryption
8	Optical drive	DVD-RW [OEM Specific]
9	Ports	
a	USB Ports	Minimum 3 USB, 2.0 ports
b	Serial (Optional)	One [Optional]
d	RJ11	One
e	RJ45	One
f	S-Video TV Out (Optional)	One [Optional]
g	VGA	One
h	Headphone / Line-out Jack	One
i	Microphone Jack	One
10	Keyboard	Standard full size Keyboard with spill resistant
11	Pointing device	Built in touch Pad / Track Point / Track Ball
12	Battery	6 Cell Li-Ion Battery with Minimum 4 Hrs Battery Backup.
13	Ethernet Card	Integrated 10/100/1000 Gigabit Ethernet
14	Modem	Internal 56 Kbps Fax/Data Modem
15	Wireless Support	Integrated 802.11 a/b/g/n Wireless and Bluetooth
16	Speakers	Integrated Audio with inbuilt 2 stereo speakers.
17	Finger Print Reader	Integrated Finger Print Reader
18	Security	Preboot security, disk sanitizer and file sanitizer
19	Adaptor	220V AC Power Adaptor
20	Carry case	Ultra portable carry case
21	Operating system	<ul style="list-style-type: none"> <li>➤ Genuine Windows 7 Professional, preloaded with Recovery CD/Data Recovery CD and downgrade rights to Genuine Windows XP Professional 32 Bit.</li> <li>➤ Microsoft Certified for running Windows 7 professional (Certification to be submitted).</li> </ul>
22	Certifications	<ul style="list-style-type: none"> <li>➤ The System(s) should be from OEM having ISO 9001 Certification. Microsoft Certified for running Windows Vista/professional.</li> <li>➤ Full details of the bundled manageability software should be furnished. The company should be certified by Microsoft to preload Windows OS on their machines and should produce a certificate for the same.</li> </ul>
23	Weight	Less than 2 kg
24	Others	External USB Optical Mouse
<b><i>Optional items above may be provided through converters</i></b>		

**3. Monitors (21 inch Non Wide flat panel LCD)**

**Requirement: 6 Nos.**

<b>S.N.</b>	<b>Component</b>	<b>Minimum Specifications</b>
1	Size	21 inch non wide screen
2	Resolution	1440X900
3	Contrast	1000:1 (typical)
4	Viewing angle	160degree (vertical) / 160degree (horizontal)
5	Connectivity	VGA
6	Adjustability	Tilt
7	Compliance	Energy Star

**Note: vendor to specify clearly his offering in vendor's response column. DO NOT SPECIFY COMPLIED, YES etc.**

\*\*\*\*\*

## Annexure II

### Pre-Qualification / Technical Bid

[all fields to be filled in duly and proof of the same to be attached separately]

#### A. Pre-qualification

	Name of the Bidder			
	Address of the Bidder			
	Telephone	Fax	e-mail	Website
	Name of the Principal			
	Address of the Principal			
	Telephone:	Fax:	e-mail:	website:
<b>1</b>	<b>Contact Details of the Person authorised to make commitments to CGTMSE</b>			
	Name			
	Designation			
	Mobile No.			
	FAX No.			
	E-mail id			
<b>2</b>	<b>Classification</b>			
	[Tick the appropriate box and attach MAF form as per format given in Annexure III]			
	OEM			
	AUD			
	Others, pl specify			
	If, AUD or Others, specify the Name and address of OEM			
<b>3</b>	<b>Company Details</b> [Registration certificate to be enclosed]			
	Type of Company [Govt. / PSU/ Pub. Ltd/ Pvt. Ltd/ Partnership / Proprietary.]			
	Registration No., and date of registration			
	Year of Incorporation / Establishment			
	Sales Tax Number [copy to be enclosed]			

	Income Tax Number [copy to be enclosed]	
4	<b>Financials</b> [fill in the details and attach proof of the same]	
	Turnover [in lakh]	
	2008-2009	
	2007-2008	
	2006-2007	
	Profit before tax [in lakh]	
	2008-2009	
	2007-2008	
	2006-2007	
5	<b>Service Support</b> [Refer to Annexure V]	
	Information to be provided strictly as per the format given in Annexure V	
6	<b>References</b> [ to attach proof] Names of two or more buyers (with Names of contact persons, their designations, complete postal address, telephone, tax, telex and e-mail addresses, location of installation etc) to whom similar equipment are supplied installed and commissioned in the past 2 years and to whom reference may be made by the Trust regarding the Bidder's technical and delivery ability. Should include buyers to whom the bidder has supplied 20 laptops and 50 desktop PCs in single order or separate order for laptops and desktop PCs.	
	<b>Name</b>	<b>Address and Contact Details</b>
		<b>Hardware Supplied [Qty]</b>
		<b>Desktop</b>
		<b>Location where supplied</b>
		<b>PO No and Date</b> [attach PO masking price]

**Note: Empanelled vendors also need to fill the details.**

**Place:** .....

**Date:** .....

**Signature with Seal**

## B. Technical Bid

### 1. Desktop PCs

Requirement: 15 Nos.

S.N.	COMPONENT	MINIUM SPECIFICATIONS	VENDOR'S RESPONSE	DEVIATIONS (IF ANY)
1	PROCESSOR	Intel Core i5-650 Processor 3.2 GHz, 4M total cache		
2	CACHE	4MB L2 Cache		
3	MEMORY	4 GB DDR3 @ 1066 MHz upgradeable to 8 GB with min. 4 slot.		
4	CHIP SET	Intel H57/Q57 or higher		
5	PCI SLOTS	2PCI Slots, 1 PCI Express X 1/ 1 PCI Express X 16		
6	MOTHER BOARD	OEM / Intel		
7	MONITOR	21" TFT height and tilt adjustable, color <b>NON WIDE</b> , active Matrix, and Resolution: 1366x768, Energy star compliant with two inbuilt speakers at the front. [in case vendor provides speakers on monitor]		
8	DISPLAY CONTROLLER	Integrated Intel graphics Media Accelerator		
9	HARD DISK	250 GB SATA HDD @7200rpm with SMART technology		
10	DVD ROM	DVD-ROM drive		
11	PORTS	1 Keyboard, 1 Monitor, 1 Mouse, 1 Serial, 1 Parallel(may be provided through converters),4 USB 2.0 (2 Front accessible)		
12	MOUSE	Two button optical scroll mouse with mouse pad Should be of same make as desktop		
13	KEY BOARD	Standard 107 key Keyboard Should be of same make as desktop		
14	CABINET	Tower Model (Micro ATX cabinet)		
15	ETHERNET CARD	Integrated 10/100/1000 Mbps Ethernet card with RJ45 Jack		
16	AUDIO	Integrated Intel High definition Audio system with two speakers inbuilt with TFT monitor OR		

		speakers inbuilt in the CPU [external speakers will not be accepted].		
17	JACKS	Jacks for Microphone/mike/speaker/Headphone connectivity		
18	OPERATING SYSTEM	Genuine Windows 7 Professional, preloaded with Recovery CD with downgrade rights to Genuine Windows XP Professional 32 Bit.		
19	ISO CERTIFICATION	The System(s) should be from OEM having ISO 9001 and ISO 14001 Certification.		
20	CERTIFICATIONS FOR WINDOWS 7 / PRELOAD	The desktop model should be Microsoft Certified for running Windows 7 Professional [Certificate for the same should be produced).  The company should have authorisation for preload Windows 7 Professional on their machines. [Should produce a certificate for the same.]		
21	DMI CERTIFICATION	The desktop model quoted should have certification for DMI (Desktop Management Interface) /CIM (Certificate for the same should be produced)		
22	PRE-LOADING OF CLIENT SOFTWARES / UTILITIES.	CGTMSE will provide all the client software /utilities to be pre-loaded on the desktop PC's along with copy of licenses. The vendor to load the same prior to dispatch of hardware.		

**2. LAPTOPS:  
Requirement: 6 Nos.**

S.N.	Component	Minimum Specifications	VENDOR'S RESPONSE	DEVIATIONS (IF ANY)
1	CPU	Intel Core i5, 540M Processor (2.53GHz)		
2	L3 Cache	3MB		

3	Memory	4GB, DDR3 (1333 MHz) expandable to 8GB.		
4	Chipset	Mobile Intel QM57/HM57 Express Chipset		
5	Mother board	Intel / OEM		
6	Display	12.1 inch diagonal WXGA with built-in Camera		
7	Hard disk	250GB, 7200 RPM SATA or above with 3D drive guard and full disk encryption		
8	Optical drive	DVD-RW [OEM Specific]		
9	Ports			
	a	USB Ports	Minimum 3 USB, 2.0 ports	
	b	Serial (Optional)	One [Optional]	
	d	RJ11	One	
	e	RJ45	One	
	f	S-Video TV Out (Optional)	One [Optional]	
	g	VGA	One	
	h	Headphone / Line-out Jack	One	
	i	Microphone Jack	One	
10	Keyboard	Standard full size Keyboard with spill resistant		
11	Pointing device	Built in touch Pad / Track Point / Track Ball		
12	Battery	6 Cell Li-Ion Battery with Minimum 4 Hrs Battery Backup.		
13	Ethernet Card	Integrated 10/100/1000 Gigabit Ethernet		
14	Modem	Internal 56 Kbps Fax/Data Modem		
15	Wireless Support	Integrated 802.11 a/b/g/n Wireless and Bluetooth		
16	Speakers	Integrated Audio with inbuilt 2 stereo speakers.		
17	Finger Print Reader	Integrated Finger Print Reader		
18	Security	Preboot security, disk sanitizer and file sanitizer		
19	Adaptor	220V AC Power Adaptor		
20	Carry case	Ultra portable carry case		
21	Operating system	<ul style="list-style-type: none"> <li>➤ Genuine Windows 7 Professional, preloaded with Recovery CD/Data Recovery CD and downgrade rights to Genuine Windows XP Professional 32 Bit.</li> <li>➤ Microsoft Certified for running Windows 7 professional (Certification to be submitted).</li> </ul>		

22	Certifications	<ul style="list-style-type: none"> <li>➤ The System(s) should be from OEM having ISO 9001 Certification. Microsoft Certified for running Windows Vista/professional.</li> <li>➤ Full details of the bundled manageability software should be furnished. The company should be certified by Microsoft to preload Windows OS on their machines and should produce a certificate for the same.</li> </ul>		
23	Weight	Less than 2 kg		
24	Others	External USB Optical Mouse		
<b><i>Optional Items above may be provided through converters</i></b>				

### 3. Monitors (21 inch Non Wide flat panel LCD)

**Requirement: 6 Nos.**

S.N.	Component	Minimum Specifications	VENDOR'S RESPONSE	DEVIATIONS (IF ANY)
1	Size	21 inch non wide screen		
2	Resolution	1440X900		
3	Contrast	1000:1 (typical)		
4	Viewing angle	160degree (vertical) / 160degree (horizontal)		
5	Connectivity	VGA		
6	Adjustability	Tilt		
7	Compliance	Energy Star		

**Note: vendor to specify clearly his offering in vendor's response column. DO NOT SPECIFY COMPLIED, YES etc.**

**Place:** .....

**Date:** .....

**Signature with Seal**

**Note :** Technical bid will be evaluated only for bidders who qualify the pre-qualification criteria [Annexure II (a)]

**Manufacturers Authorisation Form**  
[To be submitted along with Technical Bid]

Ref. No:

Date:

To,  
The Chief Executive Officer  
CGTMSE,  
MSME Development Center  
Plot No.C-11, 'G' Block  
Bandra Kurla Complex, Bandra (E)  
**Mumbai** - 400 051

Dear Sir,

**Sub:                      Dated                      for supply of Computer Hardware**

We \_\_\_\_\_ who are established and reputable manufacturers of \_\_\_\_\_ having factories at \_\_\_\_\_ and \_\_\_\_\_ do hereby authorise M/s \_\_\_\_\_ [**Name and address of vendor**] to submit a bid and sign the contract with you for the goods manufactured by us against the above RfP No \_\_\_\_\_ dated \_\_\_\_\_

We hereby extend our full guarantee and warranty as per the clauses of contract based on the terms and conditions of the RfP for the goods and services offered for supply by the above firm against the RfP.

Yours faithfully

[ \_\_\_\_\_ ]  
**Name of the manufacturer**

**Note:** This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the bidder in its bid.

**Annexure IV**

**BID FORM**

[To be submitted on the letter head of the bidder along with Technical Bid]

Ref. No.

Date:

To,

The Chief Executive Officer  
CGTMSE,  
MSME Development Center, 7<sup>th</sup> Floor  
Plot No.C-11, 'G' Block  
Bandra Kurla Complex, Bandra(East)  
**Mumbai 400 051**

Dear Sir,

**Sub: RfP No.....Dated.....**  
**For supply of Computer Hardware**

We, the undersigned, offer to supply and deliver equipments and services including installation and commissioning of Desktop PCs, laptops and monitors in conformity with the tender.

We undertake, if our bid is accepted, to deliver the Goods in accordance with the delivery schedule specified in the Tender.

If our bid is accepted, we will provide Bank guarantee in your favour for a sum equivalent to 10% of the contract price for the due performance of the contract in the format prescribed by the purchaser.

We agree to abide by this bid for the period of 120 days from the last date of submission of tender document and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with Trust's written acceptance thereof and the Trust's notification of award shall constitute a binding Contract between us.

We hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

We also undertake that in respect of licensed operating system if asked for by you in the purchase order, the same shall be supplied along with the authorised license certificate [eg., product keys on certification of authenticity in case of Microsoft Windows operating system) and also that it shall be sourced from the authorised source (eg., authorised Microsoft channel in case of Microsoft operating system).

In case of default and we are unable to comply with above at the time of delivery or during installation for the IT hardware / software already billed, we agree to take back

the hardware without demur, if already supplied and return the money if any paid to us by you in this regard.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We agree that the Trust will have Single Point of Contact with us, at the address stated below for the entire goods and services to be delivered by us in case our bid is accepted.

Address of Bidder for Single Point of Contact .....

.....

We understand that the Trust is not bound to accept the lowest of any bid the bank may receive.

Dated \_\_\_\_\_ day of \_\_\_\_\_ 2010.

\_\_\_\_\_  
(Signature in the Capacity of)  
Duly Authorised to sign bid for and on behalf of

(Name & Address of Bidder \_\_\_\_\_).

## Annexure V

### Service Support Details

<b>S.N.</b>	<b>Location</b>	<b>Whether local support available at the location [Yes or No]</b>	<b>In respect of Column 3, if response is "NO", specify location from which support extended.</b>	<b>Service Support OWN or through Franchise</b>	<b>Address and Telephone No [for response specified in column 5]</b>	<b>Working Days and Hours</b>	<b>No of S/w Engineers</b>	<b>No of H/w Engineers</b>
1	2	3	4	5	6	7	8	9
1	Mumbai							

**Requirement / Buyback / Delivery Details**

Exact address and the number of new PCs required are as under:

<b>S.N.</b>	<b>COMPONENT</b>	<b>MINIUM SPECIFICATIONS</b>
1	Quantity	15 Nos. (including 9 under buy back) 6 Laptops 6 Monitors
2	Location	Mumbai
3	Address	CGTMSE, MSME Development Centre, C-11, G Block, Bandra Kurla Complex, Mumbai – 400051

The details of buyback PCs are mentioned below:

<b>S.N.</b>	<b>COMPONENT</b>	<b>MINIUM SPECIFICATIONS</b>
1	MAKE & MODEL	HCL INFINITY PRO
2	QUANTITY	3 Nos.
3	PROCESSOR	Intel Pentium IV
4	MEMORY	128/256 MB
5	CHIP SET	Intel 845 chipset

<b>S.N.</b>	<b>COMPONENT</b>	<b>MINIUM SPECIFICATIONS</b>
1	MAKE & MODEL	PCS PRODIIGY
2	QUANTITY	6 Nos.
3	PROCESSOR	Intel Pentium IV
4	MEMORY	256/512 MB
5	CHIP SET	Intel 915 chipset

**Forwarding Letter**  
(To be submitted on company's letter head)

To:

The Chief Executive Officer  
CGTMSE,  
7<sup>th</sup> Floor, MSME Development Center  
Plot No.C-11, 'G' Block  
Bandra Kurla Complex, Bandra (East)  
**Mumbai 400 051**

Dear Sir,

**Sub: Tender for supply of Computer Hardware**

This is in reference to your above mentioned tender for the procurement of PCs, Laptops & Monitors under buyback of old PCs. Having examined the tender document, the receipt of which is hereby duly acknowledged, we the undersigned, hereby submit our proposal along with necessary supporting documents.

Further, we agree to abide by all the terms and conditions as mentioned in the tender document. We have also noted that CGTMSE reserves the right to consider/ reject any or all applications without assigning any reason thereof.

Date:...../...../2010

Authorised Signatory.

Name:

Designation:

\*\*\*\*\*

**Proforma of Indemnity**

This is to certify that M/s \_\_\_\_\_ Who have supplied \_\_\_\_\_ PCs, Laptops & Monitors and related accessories to CGTMSE, Mumbai, vide order no \_\_\_\_\_ dated \_\_\_\_\_ 2010 have all required rights for the supply of the software. The software supplied by us is legal/ licensed copies.

Further, M/s \_\_\_\_\_ is willing to indemnify CGTMSE against any claims due to violation of any patents and copyrights for the software sold under licensing agreement from us. The above indemnity is limited to the software supplied by M/s \_\_\_\_\_ only.

For M/s \_\_\_\_\_  
Signature with seal, name, designation and date

\*\*\*\*\*

### Acceptance Criteria

The acceptance will be given after physical delivery of the items at respective location, successful installation, configuration of the Hardware / Software and Integration with existing LAN/WAN at respective CGTMSE Offices/locations mentioned below:

S. N	Nature of activity	Remarks
1	Physical Delivery of the hardware items as per the PO and hardware configuration.	➤ The vendor has to deliver and install the items mentioned in the PO at CGTMSE premises.
2	PC/Laptop Configuration and Installation related issues.	➤ The vendor will configure the PC/Laptops with the existing LAN/WAN and install related drivers on user's PC/Laptops. ➤ Vendor shall hand over all the accessories, driver CDs/DVDs, manuals etc. to the CGTMSE officials.
3	Acceptance Report	➤ As a confirmation to the above activities mentioned at Sr. 1 & 2, vendor shall obtain duly signed acceptance report, from the CGTMSE officials of respective locations and submit the same at the time of claiming final payment.

## Annexure X

### **Undertaking of Authenticity for Desktops, Laptops and Monitors (To be signed by authority not lower than the Company Secretary of the Vendor)**

With reference to the Desktops being quoted to you vide our quotation No.: \_\_\_\_\_ dated \_\_\_\_\_, we hereby undertake that all the components / parts / assembly / software used in the Desktops, Laptops and Monitors under the above like Hard disk, Memory etc., shall be original new components / parts / assembly / software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly / software are being used or shall be used.

We also undertake that in respect of licensed operating system if asked for by you in the purchase order, the same shall be supplied along with the authorised license certificate [eg., product keys on certification of authenticity in case of Microsoft Windows operating system] and also that it shall be sourced from the authorised source (eg., authorised Microsoft channel in case of Microsoft operating system).

Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with above at the time of delivery or during installation for the IT hardware / software already billed, we agree to take back the Desktops, laptops and monitors without demur, if already supplied and return the money if any paid to us by you in this regard.

We (Vendor name) also take full responsibility of both parts & service SLA as per the content even if there is any defect by our authorised service centre / reseller / SI etc.

Authorised Signatory

Name

Designation

Place

Date

\*\*\*\*\*

## Commercial Bid

**1 Cost of Computer Hardware**

Amount in Rupees

S.N.	Item Description	Qty	Unit Cost [in Rupees]		Total Cost [in Rupees]
			Figures	Words	
			A	B	C=AXB
1.	Desktop PCs	15			
2.	Laptops	6			
3.	Monitors 21”	6			
	<b>Total Cost [i]</b>				
4	Buyback Price for HCL Infinity Pro PCs	3			
5	Buyback Price for PCS Prodiigy PCs	6			
	<b>Total Buyback Price [ii]</b>				
	<b>Net Price [i] – [ii]</b>				

**2 Optional Charges (AMC Charges)**

S.N	Item Description	AMC Rate as % of Hardware Cost
1.	Desktop PCs	
2.	Laptops	
3.	Monitors 21”	

**Note: Bidders are requested to note the following:**

- All the details must be provided as per format.
- Masked commercial bids must be given with technical bid.
- All the rates must be quoted in INR.
- L1 will be arrived based on total cost of computer hardware ie., Item No.1 given above.
- All items are with three years warranty and warranty to be back to back from OEM. Warranty of laptop batteries also should be for period of 3 years.

- If desired, the Trust will enter into AMC after expiry of warranty at the rate mentioned in Item. 2. Order for AMC will be placed annually.

Date	Signature of Authorised Signatory ...
Place	Name of the Authorised Signatory ...
	Designation ...
	Name of the Organisation ...
	Seal ...