

REQUEST FOR PROPOSAL
FOR
SUPPLY, INSTALLATION and MAINTENANCE OF
LAPTOPS AND PERIPHERAL ITEMS FOR 20 ITIs of GOVERNMENT OF
BIHAR FOR RUNNING KUSHAL YUVA PROGRAM OF BIHAR SKILL
DEVELOPMENT MISSION

RFP REF.NUMBER:- DET/3/TRG/2016-17, DATED: 02-01-2017

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1. GENERAL INSTRUCTIONS

Director Employment & Training (Department of Labour Resources, Government of Bihar) intends to purchase **Laptops, Printers, Projectors and other associated peripherals** (herein after referred to as **Computers and Peripherals**) for its **20 Industrial Training Institutes (ITIs)** established in different Districts of Bihar for running Kushal Yuva Program of Bihar Skill Development Mission. Each ITI would be required to equip with 20 Laptops (clients) in the computer lab, and one Laptop (client) in the adjacent classroom, all connected to one server (i.e. 21+1 computing systems) along with associated peripherals. The networking of the systems (LAN wiring) has to be done by the OEM and its cost will be treated as included in their quoted price.

***Note:** The Indicative List of ITIs is enclosed as Annexure D. The number of ITIs can be increased or decreased. The list of Items and indicative quantities is provided in the **Section 4.2 of this RFP under "Schedule of Items and Technical Specifications"**. Please note that the actual quantities ordered may vary (both increase and decrease) from the quantities as indicated in the schedule and may be ordered in parts/phases. The bidder has to supply the items on the same approved price/ rate even if the total quantity ordered is increased or decreased as indicated in the section 4.2, if the order is placed within one year from the date of agreement.*

Please also note that for the Kushal Yuva Program running under Bihar Skill Development Mission (BSDM), Department of Labour Resources, Government of Bihar, Microsoft has given a special quote for their factory fitted OS and for "2016 professional (national) academic MS office". Bidders can contact with the BSDM office to get details on the same and to make contact with Microsoft.

The invitation to the bid is for Supply and Installation of Computers and Peripherals with 5 years onsite comprehensive warranty. Submission of bids shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications. This section provided general information about the Issuer, important dates and addresses and the overall eligibility criteria for the bidders.

Proposal Submission:

The Tender has to be submitted in a sealed non-transparent envelope superscribed with "**Tender for supply of Laptops, Printers, Projectors and other associated peripherals**" along with Tender Ref. No., Name of the enterprise with contact no. / email id, containing following two sealed non-transparent envelopes-

- A) Envelope – I: Marked as Technical Bid
- B) Envelope – II: Marked as Financial Bid

Note: Each envelope should again be superscribed with "**Tender for supply of Laptops, Printers, Projectors and other associated peripherals**" along with Tender Ref. No. and Name of the Enterprise. If the envelope is / are not sealed and marked properly, the tendering authority will assume no

responsibility for the Bid's misplacement or premature opening resulting in disqualification. Financial Bid of only those bidders who have passed the technical eligibility criteria will be opened on a date and time duly communicated to them. Authorized representative of Qualified Bidders who wish to be present on the date of Financial Bid Opening may make it convenient to be present on the communicated date.

1.1 ISSUER

Director Employment & Training (herein after referred to as DET), Department of Labour Resources, Government of Bihar, invites proposals from leading manufacturers (OEMs) in the respective Industry for **supply, installation and commissioning of Laptops, Printers, Projectors and other associated peripherals** with 5 years onsite comprehensive warranty for its **20 Industrial Training Institutes (ITIs)** established in different Districts of Bihar for running Kushal Yuva Program of Bihar Skill Development Mission.

Each ITI would be required to equip with 20 Laptops (clients) in the computer lab, and one Laptop (client) in the adjacent classroom, all connected to one server (i.e. 21+1 computing systems) along with associated peripherals. The networking of the systems (LAN wiring) has to be done by the OEM and its cost will be treated as included in their quoted price.

1.2 CONTACT PERSON

Director,
 Employment & Training
 4th Floor, Niyojan Bhawan
 Near Income Tax Round About
 Bailey Road, Patna, Bihar – 800 001
 Phone:- 0612-2535142, Email ID: detbihar@gmail.com

1.3 KEY EVENTS & DATES

Event	Target Date
Tender Fee (Non-Refundable)	The bidder shall have to pay Rs. 10,000/- (Rupees Ten Thousand Only) towards Tender document cost, at the time of submission of Bids, in the form of a Demand Draft, drawn from a Scheduled Bank, failing which the Bids submitted by the Bidder shall be out-rightly rejected. The Demand Draft should be drawn in favor of "Assistant Director, Technical Education, Patna, Bihar" and payable at Patna.
Earnest Money Deposit (EMD): (Refundable but interest free)	The bidder shall have to submit an refundable interest free Earnest Money Deposit (EMD) of Rs. 3,00,000/- (Rupees Three Lakh only) in the form of a Demand Draft drawn from a Scheduled Bank in favor of Assistant Director, Technical Education, Patna, Bihar and payable at Patna failing which the Bids submitted by the Bidder shall be out-rightly rejected.
Last date and time for submission of Bid	On or before 3.00 PM of 24/01/2017.

Technical Bid opening Date and Time	At 3.30 PM of 24/01/2017
Financial Bid opening Date and Time	will be declared later on

Note: - This Tender Document is non-transferable.

1.4 PROCUREMENT OF RFP DOCUMENT

The RFP document can be downloaded from the website www.labour.bih.nic.in The bidder shall have to pay INR 10,000/- (Rupees Ten Thousand Only) towards Tender document cost, at the time of submission of Bids, in the form of a Demand Draft, drawn from a Scheduled Bank, failing which the Bids submitted by the Bidder shall be out-rightly rejected. The Demand Draft should be drawn in favor of **“Assistant Director, Technical Education, Patna, Bihar”** and payable at Patna.

1.5 AMENDMENT OF RFP DOCUMENT

DET reserves the right to modify the bidding document by amendment. All the amendments made in the document would be published in the website of www.labour.bih.nic.in. All such amendments shall be binding on bidders. The bidders are also advised to visit the aforementioned website on regular basis for checking necessary updates. The DET reserves the rights to amend the dates mentioned in section 1.3 of this volume for bid process.

DET reserves the right to issue addendum/corrigendum or to accept or reject any or all proposal(s) or to cancel the whole of this RFP at any stage without assigning any reason thereof.

1.6 VENUE AND DEADLINE FOR SUBMISSION OF PROPOSAL

The proposal must be prepared in the prescribed formats and has to be submitted in the office of Director, Employment & Training, Department of Labour Resources, 4th Floor, Niyojan Bhawan, Near Income Tax round about, Bailey Road, Patna - 800001 on or before 3.00 PM of 24/01/2017 by hand / through courier / speed post. Incomplete responses or those received after the specified time and date or not fulfilling the specified requirement shall not be considered.

Any proposal received after the above deadline shall be rejected and returned unopened to the Bidder. The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.

DET shall not be responsible for any postal delay or non-receipt/ non delivery of the documents. No further correspondence on the subject will be entertained.

1.7 ELEGIBILITY CRITERIA

1. The Bidder should be an Original Equipment Manufacturer (OEM) having minimum 10 years of existence as on date of issue of this RFP document.
2. OEM should be an ISO 9001:2008 certified company. The bidder should enclose a copy of quality certificate from a globally recognized institution for their manufacturing/assembly/system integration facilities anywhere located in India or abroad.

3. The bidder's annual turnover should be at least Rs. 50 Crores (Rupees Fifty Crores) during each of the last three Financial years i.e. 2013-14, 2014-15 & 2015-16. Bidders must submit copy of audited financial statements as proof of turnover, highlighting the turnover part. Bidder may attach a CA certificate in this regard.
4. In last three years from the date of issue of this RFP, The Bidder or its authorized partners must have completed:
 - One purchase order amounting minimum Rs. 2 Cr. anywhere in India.
 - Or
 - Two purchase orders each of minimum Rs. 1 Crore anywhere in India
 - Or
 - Three purchase orders each of minimum Rs. 75 Lakhs anywhere in India
5. The Bidders or its authorized partners must have executed **one single order** of minimum 200 Desktop Computers/Laptops issued by Govt. Departments/PSUs/nationalized Banks in the past three years from the date of issue of this RFP, anywhere in India.
6. The Bidders or its authorized partners must have state wide infrastructure support in the form of franchised or OEM service centers in all 9 Divisional HQs and Service engineer support in the State of Bihar. The Name, address and contact details of service center and service engineer must be attached with the bid (**Annexure C**). In case service centers are not available in all 9 Divisional HQs, then the bidder should have to furnish an undertaking that within 3 months of agreement its service centers will be made available/started in all 9 Divisional HQs.
7. The registration number of the Bidders or its authorized partners along with the CST/VAT no. allotted by the sales Tax Department, as well as PAN number of the OEM allotted by the Income Tax Department should be submitted, failing which bidder's bid would become invalid & same shall be rejected.
8. The Bidders or Authorized partners should be registered with Service Tax Department of The Government of India. Enclose copy of the valid Registration Number.
9. Bidder at the time of bidding should not have been blacklisted by the Central Government or by any State Government, or by any central or State agencies in India.
10. The Bidder or its Authorized Partner should have following certification/documentation
 - a. ISO 9001 and ISO 14001 certification
 - b. ROHS (Restriction of Hazardous Substances) Compliance

- c. UL (Underwriting Laboratories) 60950/ERTL (Electronics Regional Test Laboratory)
- d. Energy Star 4.0

The Bidders are requested to furnish documents to establish their eligibility for each of the above clauses. If tender were not accompanied by all the above documents mentioned, the same would be rejected. Request for subsequent submission of any of the above document will not be entertained. However, DET reserves the right to seek fresh set of documents or seek clarifications on the already submitted documents.

Upon verification/evaluation, if in case any information furnished by the Bidder during evaluation is found to be false/incorrect, their bid/empnelment shall be summarily rejected/terminated and no correspondence on the same shall be entertained.

THE BID SUBMITTED BY ANY BIDDER NOT FULFILLING THE ELEGIBILTY CONDITIONS/CRITERIA STIPULTED ABOVE, WILL NOT BE CONSIDERED

1.8 SELECTION/ EMPANELMENT OF BIDDER:

1. This selection will be valid for a period of 12 (Twelve) months in the first instance from the date of agreement. It may be extended for a further period depending upon the need and requirements with mutual consent.
2. The Bidder shall have to enter into a written agreement with DET for honoring all tender conditions and adherence to all aspects of fair trade practices in executing the purchase orders placed by DET on behalf of its ITIs
3. In the event of selected company/organization or the concerned division of the Company is taken over/bought over by another company/organization, all the obligations and execution responsibilities under the agreement with the DET, should be passed on for compliance by the new company/organization in the negotiation for their transfer.
4. If the name of the product is changed due to any reason, the renamed product should have equivalent or superior technical specifications.
5. In case any selected bidder refuses to sign contract within 30 days of issues of Letter of Award from DET, the offer would be treated as withdrawn and EMD will be forfeited.
6. In case the selected bidder is found in breach of any conditions(s) of tender of supply order, at any stage during the course of supply/installation or warranty period, the legal action as per rules/laws, shall be initiated against the bidder and performance guarantee /security deposits shall be forfeited, besides debarring and blacklisting the bidder concerned for at least three years, for further dealings with DET.
7. DET may, at any time, terminate the agreement by giving written notice to the selected OEM without any compensation, if the selected OEM becomes bankrupt or otherwise insolvent,

provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to DET.

1.9 DELIVERY AND PENALTY

1. The timeline from the date of purchase order for delivery of supplies at respective ITIs whenever issued, is to be strictly adhered to in view of the strict time schedule for implementation of various training program. Any unjustified and unacceptable delay in delivery, from the date of issue of this RFP, beyond the delivery schedule as per Purchase Order (**Minimum delivery period shall not be more than 6 Weeks and not less than 2 Weeks from the date of Purchase order**) will render the vendor liable for liquidated damage at the rate 1% (one percent) per week subject to a maximum of 8 weeks, eight (8%) and thereafter DET holds the option for cancellation of the order for pending supply, and procure the same from any other Manufacturer and forfeiting the performance guarantee /security deposits of the OEM. Also, DET has the option to procure the items from alternate source at the risk and cost of the defaulting OEM (Vendor). The decision of the DET will be final and conclusive in this regard.

Proof of Delivery/Installation duly signed by the DET/ Authorized Person with his name, date of delivery, designation and office seal, legibly recorded, should reach Director, Employment & Training, 4th Floor, Niyojan Bhawan, within 30 days after the date on which the item(s) was delivered/installed.

2. If the delivery, of whole or in part, is delayed beyond 8 weeks from last date of delivery as given in the purchase order, DET will have option to cancel the purchase order to the extent of unfulfilled part of the purchase order. DET will be free to procure the remaining items from alternate sources at the cost and risk of the defaulting vendor. DET can cancel the order and may impose a cancellation charge of 2% in addition to LD penalty of the value of unsupplied items, which will be recovered from the pending bills or BG/Security Deposit or by raising claims. In extreme case, DET reserves the right to forfeit the Bank Guarantee/Security Deposit of the bidders.
3. DET will impose penalty on total value of purchase order (as per clause no. 1.10.1 of this tender) if the delivery of more than 20% of the total order value is delayed beyond the last date of delivery. If the delivery is delayed for the time(s) whose value is equal or less than 20% of the total order value, the penalty shall be applicable on the value of delayed equipment only.
4. The agency shall provide system manual and user manual along with each item supplied, even if more than one item is ordered for a single location.
5. If the delivery, of whole or in part, is done in those location/offices that is not specified in the list (provided by DET), the penalty of late delivery will be imposed as per the above clauses.

1.10 INSTALLATION SCHEDULE AND PENALTY

1. Bidder should install these items at specified sites (at 20 ITIs) without any additional charge. Installation should be completed within 15 days (Fifteen Days) from the scheduled or actual date

of delivery whichever is later for all locations. If the scheduled date of delivery/installation falls on holiday/non-working day (at the delivery location), the next working day shall be treated as due date of delivery/installation.

Please note Each ITI would be required to equip with 20 Laptops (clients) in the computer lab, and one Laptop (client) in the adjacent classroom, all connected to one server (i.e. 21+1 computing systems) along with associated peripherals. The networking of the systems (LAN wiring) has to be done by the OEM and its cost will be treated as included in their quoted price.

The delay in installation will carry a penalty of 0.2% (point two percent) for a period of 15 days and 0.4% (point four percent) per day for next 15 days subject to maximum 30 days in total. Thereafter, DET holds the option to get the procured item install through alternate sources at the risk and cost of the defaulting vendor. A sticker mentioning the service support call center number of the vendor should be pasted on each supplied item. An installation certificate as per format given in **Annexure-E** must be obtained from user or local officials as the case may be.

2. The items to be supplied should work under the specified **Operating Systems viz. Windows**. It shall be the responsibility of the Vendors supplying the items to provide appropriate device drivers and solutions for these system software platforms.

1.11 PAYMENT TERMS

1. The bills/Invoice need to be submitted in the name of Director, Employment & Training , Department of Labour Resources, Patna, Bihar soon after the delivery of the items along with a copy of the duly receipt delivery challan.
2. The vendor has to submit the self-certification letter before claiming the payment, stating that they have delivered (in case of payment after delivery)/installed (in case of payment after installation) the equipment's items properly as per purchase order (P.O. no. ___ and date ___) in the specified ITIs (ITIs names as Annexure or write here) which has been provided by DET. If whole or part of specified items are not delivered, penalty may be imposed on vendor as per clause mentioned in section 1.10.

Delivery & installation has to be done by the same vendor at the correct address on their own cost.

3. The payment will be made to vendor as per following:

Sl. No.	(%age) Payment	Condition/Milestone
1	0%	No Advance payment shall be made.
2	80 %	On successful delivery at respective locations. Delivery certificate (Original, Duly sealed & signed) is to be obtained from the end user. The bills for payment would only be raised after that.
3	10 %	On successful installation and/or commissioning at respective locations. It is essential to have no complaint from the user regarding performance/shortcoming of the installed System. Specification for supplied item will be checked by DET or by authorized agency.
4	10%	After 3 months of successful performance at places of Installation. During these Three months period, it is essential to have no pending complaint.

4. Payments shall be subject to deductions of any amount for which the selected OEM is liable under the agreement. Further, all payments shall be made subject to deduction of TDS (Tax Deduction at Source) as per the Income-Tax Act, 1961 or any other statutory taxes or levies.
5. With every invoice an undertaking by bidder is to be submitted as "rates charged are reasonable and competitive with the current market price."

1.12 WARRANTY & MAINTENANCE

1. All items shall be quoted on an inclusive with Five Years on-site comprehensive warranty support from the date of installation including free spare parts, kits etc. excluding the consumable items.

Note: - One year onsite warranty would be for battery of UPS and Laptop adapter.

2. The warranty will start from installation date.
3. The selected OEM shall have to enter into a written agreement with DET for honoring all tender conditions and warranty maintenance support.
4. The selected OEM shall have to maintain an on-site fault booking & monitoring system for complaints including submission of Quarterly Reports or reports as and when required by DET.
5. The Vendor should fulfill the following conditions during warranty period:-
- a. Any failure in the System should be rectified within a maximum period of 48 hours of lodging complaint.
 - b. If any of the system is down beyond 48 hours penalty will be levied per day per item/system at the rate of 0.25%. Maximum penalty during the warranty period will be limited to 2% of the equipment value in a year. Beyond that DET reserves the right to terminate the rate contract and forfeit the performance guarantee/security deposit.

c. Any item failing at sub-component level more than three times in three months, displaying chronic system design or manufacturing defects or Quality Control problem will be replaced by the vendor at his cost and risk within 30 days, from the date of last failure.

6. On completion of the Warranty period, the performance guarantee without any interest accrued shall be released after satisfying that proper support has been provided during warranty period of five years for all the items.
7. If vendor refuses to honor the warranty support, vendor may be debarred and blacklisted along with other remedies under the law including forfeiture of performance guarantee/security deposit.

1.13 PRICE VARIATION CLAUSE

1. During the validity of the selection including the extended period, if any, if the Bidder sells any empaneled item to any other Department/Organization at a price lower than the price fixed for DET, the Bidder must voluntarily pass on the price difference to DET with immediate effect. Similarly, in the event of lowering of Government levies subsequent to the finalization of the prices, the Bidder shall automatically pass on the benefits to DET, and in the event of increasing of Government Taxes/levies subsequent to the finalization of the panel, DET shall consider the case on merit and the pro-rata benefits to the vendor may be considered if full reference with documentary evidence is submitted and explained to the DET to his satisfaction.

1.14 FORCE MAJEURE

Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the parties, including, but without limited to, fire, flood, explosion, acts of God or any Governmental body, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, strikes, lockouts or other labour disputes, insurrections, civil commotion, war, enemy actions. If a Force Majeure arises, the Bidder shall promptly notify DET in writing of such condition and the cause thereof. Unless otherwise directed by DET, the successful bidder shall continue to perform his 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. The successful bidder shall be excused from performance of his obligations in whole or part as long as such causes, circumstances or events shall continue to prevent or delay such performance.

1.15 EARNEST MONEY/ TENDER FEE/ AND PERFORMANCE GUARANTEE

(a) The Technical Bid must contain all relevant supporting documents and **Earnest Money Deposit (EMD) of Rs. 3,00,000 (Rupees Three Lakh only) in the form of a Demand Draft only**, drawn from a Scheduled Bank in favor of Assistant Director, Technical Education, Patna, Bihar and payable at Patna failing which the Bids submitted by the Bidder shall be out-rightly rejected. The EMD will be interest free and refundable.

(b) The Technical Bid should also contain a **Non Refundable Tender Fee of Rs. Rs. 10,000/- (Rupees Ten Thousand Only)** in the form of a Demand Draft drawn from a Scheduled Bank in favor of Assistant Director, Technical Education, Patna, Bihar and payable at Patna failing which the Bids submitted by the Bidder shall be out-rightly rejected

(c) The Earnest Money Deposit of the unsuccessful bidders will be refunded without any interest within two month of the issuance of Letter of Award (LOA) to the successful bidder.

(d) The successful bidder will have to submit a Performance Guarantee of Rs 10 Lakh (Rs. Ten Lakh) within 15 days of issue of LOA. The same would be in the form of an irrevocable and unconditional Bank Guarantee issued from a scheduled bank of India in favour of "Director, Employment & Training, Department of Labour Resources, Government of Bihar" with 60 (Sixty) months validity from the date of signing of the agreement.

(e) Earnest Money Deposit of the successful bidder will be refunded on receipt of Performance Bank Guarantee from the bidder.

2. NOTICE INVITING TENDERS

Directorate of Employment & Training
Department of Labour Resources, Government of Bihar
4th Floor, Niyojan Bhawan, (Near Income Tax round about),
Bailey Road, Patna - 800001
Phone:- 0612-2535142 Fax: 0612-2535142
Email: detbihar@gmail.com Website: www.labour.bih.nic.in

Notice Inviting Request for Proposal

RFP Ref. No.: DET/3/TRG/2016-17

Date: 02/01/2017

Sealed Bids (Two envelope system) are invited from the Original Equipment Manufacturers for supply installation and commissioning of Server, Laptop, Printer, Projector and other associated peripherals (herein after referred to as Computers and Peripherals) with five years onsite comprehensive warranty for its 20 Industrial Training Institutes (ITIs) established in different Districts of Bihar.

Each ITI would be required to equip with 20 Laptops (clients) in the computer lab, and one Laptop (client) in the adjacent classroom, all connected to one server (i.e. 21+1 computing systems) along with associated peripherals and networking (LAN Wiring).

The Bid has to be submitted in the office of office of Director, Employment & Training, Department of Labour Resources, 4th Floor, Niyojan Bhawan, Near Income Tax round about, Bailey Road, Patna - 800001 **on or before 3.00 PM of 24/01/2017**. Incomplete responses or those received after the specified time and date or not fulfilling the specified requirement shall not be considered. The Technical Bid will be opened on the same day at 3.30 PM in front of the Tender Committee and the authorized representative of those bidders who wish to be present, in the office of Chairman, Tender Committee. Financial Bid of only those tenderers who have passed the technical eligibility criteria will be opened on a date to be communicated later. The Bid Validity Period will be 365 days from the last date of submission of this Tender.

The details of the Tender document are available on the website:- www.labour.bih.nic.in.

**Director
Directorate of Employment & Training
Department of Labour Resources
Government of Bihar
Niyojan Bhawan, Bailey Road,
Patna-800 001**

2.1 INSTRUCTIONS TO BIDDERS

There are two parts of tender document namely:-

- ✓ Technical Bid
 - ✓ Financial Bid
-
- i. The bidders has to submit the EMD in form of Demand Draft only.
 - ii. The Technical Bid will be opened at **3.30 PM of 24/01/2017** in front of the Tender Committee and the authorized representative of those bidders who wish to be present, in the office of Chairman, Tender Committee. Financial Bid of only those tenderers who have passed the technical eligibility criteria will be opened on a date to be communicated later.
 - iii. Tenders should be fully in accordance with the requirements and as per the Terms and Conditions stated in the RFP.
 - iv. All offers should be made in English. Conditional offers and offers qualified by such vague and indefinite expression such as “Subject to immediate acceptance”, “Subject to prior sale” etc. will not be considered.
 - v. The Price and conditions of the offer should be valid for at least a period of 365 days from the date of tender opening. Quotations/ Bids with validity of less than 365 days may be rejected.
 - vi. Modification of specifications and extension of closing date of tender or any other conditions, if required, will be made by an Addendum/Corrigendum which will be uploaded on departmental website www.labour.bih.nic.in
 - vii. Bidders shall carefully examine the tender documents and the technical specification and fully inform themselves as to all the conditions and matters, which may in any way, affect the work or the cost thereof.
 - viii. Submitted tender forms, with overwritten or erased or illegible rate or rates not shown in figures and words in English, will be liable for rejection. In case of discrepancy between words and figures noted against each items of the tender and between unit rates and the total amount, the decision of the tender issuing authority (DET.) will be final and binding on the bidders. Total of each item and grand total of whole tender should be clearly written. Clerical and arithmetical mistakes may result in rejection of the tender.
 - ix. The terms of payment delivery and acceptance applicable in this case are indicated in the General Terms and Conditions. DET may, in exceptional cases, consider alternative terms than those specified.
 - x. In comparing tenders and in making awards DET may consider such factors as compliance with the specifications, relative quantity of supply, ability to provide repairs and maintenance service, the time of delivery and such other conditions as it may consider relevant.
 - xi. Request from the bidder in respect of additions, alterations, modifications, corrections etc. of both terms and conditions or rates after opening of the tender will not be considered.
 - xii. The bidder shall make its own arrangements, for supply, installation and commissioning of materials at destination.

- xiii. While tenders are under consideration, bidders and their representatives or other interested parties, are advised to refrain from contacting by any means Purchaser's personnel or representatives, on matters relating to the tenders under study. DET if necessary will obtain clarification on tenders by requesting such information from any or all the bidders either in writing or through personal contact as may be necessary. The bidder will not be permitted to change the substance of its offer after the tenders have been received in DET.
- xiv. Any attempt by any bidder to bring pressure of any kind, may disqualify the bidder for the present tender and the bidder may be liable to be debarred from bidding for DET tenders in future for a period of three years.
- xv. Bidder should not have been blacklisted by central or any state government or any central or state agencies.
- xvi. Bidder should be a sole applicant only. Any form of consortiums or joint venture arrangement is not permissible to participate in this Tender.

2.2 DOCUMENTS TO BE FURNISHED WITH TECHNICAL BID

Documents advised to be furnished **along with Technical Bid** (in the following order). Please note that ***Technical Bid (Section 3.1 "Tender Form" & "Undertakings" as per Section 3.2 & 3.3) should be furnished with all required details*** and should be signed and stamped by the Authorized Representative.

- i. The copy of Bihar Sales Tax, Registration number allotted by Commercial Tax, Department, Govt. of Bihar. The OEMs (bidders) who are not registered with Bihar Sales Tax, if selected, should get themselves registered with Bihar Sales Tax before receiving award of contract or purchase order Or else they have to pay entry tax at their own cost.
- ii. Copy of PAN/TIN number of the Bidder/Manufacturer (OEM) allotted by the Income Tax Authorities.
- iii. The attested copy of the bidder/ Manufacturer Registration No. allotted by Service Tax Department.
- iv. Proof of annual turnover of the Bidder (audited financial statements of last three FYs or CA certified financial) has to be submitted.
- v. Bidder has attached self-certified photo copy of Purchase orders as per eligibility criteria.
- vi. Certificate of Registration of Manufacturer as per eligibility criteria. Registration number of the firm along with the CST/BST/VAT/TIN No. allotted by the sales tax authorities should invariably be given in the tender bid.
- vii. Necessary detailed technical write-up highlighting the features of the system offered.
- viii. Reports published in journals comparing the offered product with other similar products.
- ix. Any other document which the bidder feels necessary to support his bid.
- x. The Manufacturer should also furnish the following with the Technical Bid
 - a. The address of the OEM's Country Office & Local office in Bihar (along with telephone/mobile /fax /e-mail/web address).
 - b. The details of Service Network (Service station with Address, Officer-in-charge, No. of service engineers, Area Covered etc.) available across Bihar (**Annexure C**).
- xi. Bidder has to furnish an undertaking for providing all sort of technical help to their local office or their system integrator.

Note: - In case the Bidder has no local presence in Bihar he may furnish an under taking for establishing the same within 30 days from the Awarding of Contract.

TECHNICAL BID

3. TECHNICAL BID

3.1 TENDER FORM (Mandatory to fill each and every detail including page numbers)

Directorate OF Employment & Training (Department of Labour Resources , Government of Bihar)					
Tender Form					
Details of the firm participating in the DET/3/TRG/2016-17			Dated: 02/01/2017		
1	Name of Bidder				
2	Name & Designation of Authorized Signatory				
3	Registered office Address				
4	Factory/Go-down Address				
5	Year of Establishment				
6	Type of Firm	Public Limited	Private Limited	Partnership	Proprietary
	Put Enter "Yes"				
7	Telephone Number(s)/Mobile				
8	Website				

9	Fax No.	
10	E-mail Address	
Details of Tender Fee		DD No. _____, Amount: _____, Drawn on _____
Details of Earnest Money Deposit (EMD)		DD No. _____, Amount: _____, Drawn on _____

II. ELEGIBILITY CRITERIA:

a) OEM must have minimum Ten years manufacturing experience.

(Proof attached at page No. _____)

b) OEM should be an ISO 9001:2008 certified company.

(Proof attached at page No. _____)

c) Turnover criteria-

Turnover from each of past three financial years - Rs. 50 Crores.

Details of Turnover of our firm is given as below

Sl. No.	Turnover (In lakh Rs.)	Financial Year
1.		2015-16
2		2014-15
3		2013-14

(Copy of audited financial statement/CA certificate attached at page No. _____)

d) Order Value criteria for schedule I- Experience of similar supplies of order value and completion Certificate anywhere in India (In the last three years from the date of issue of this RFP) of:

One purchase order amounting minimum Rs. 2 Cr. anywhere in India.

Or

Two purchase orders each of minimum Rs. 1 Crore anywhere in India

Or

Three purchase orders each of minimum Rs. 75 Lakhs anywhere in India

Details of the orders given to our firm is given below:

Sl. No.	Date of Order	Order Number	Name of Ordering Authority	Value of the Order in INR

Copy of original orders is attached on Page Number _____

e) Experience of executing 200 Desktops PC in one single order in Govt./PSU/BANK with multi location supply In the last three years from the date of issue of this RFP. The details are given below:

Details of the orders given to our firm is given below:

Sl. No.	Date of Order	Order Number	Name of Ordering Authority (Govt./PSU/Bank)	Value of the Order in INR

Copy of original orders is attached on Page Number _____

f) PAN- (Bidder must quote their PAN) The details of bidder's PAN is as follows:

Name of the bidder	PAN Number

Copy of PAN is attached on Page Number _____

g) Service Tax Registration No. and CST/VAT- (Bidder must quote their Service Tax Registration Number and CST/VAT). The details are given below:-

Name of the bidder	

Service Tax Number	

CST Number	

VAT Number	

Copy of Service Tax Reg. No., CST & VAT Reg. No. on Page Numbers _____, _____, _____

h) One copy of entire Original Tender Document and Corrigendum and with one page undertaking by the firm submitted (format is Annexed after this Tender form)

i) Quality Certification- The Bidder should have Quality Certificates as required as per section 1.7 (10)

Copy of Quality certificates is attached on Page Numbers _____, _____, _____, _____, _____

(j) Contact details: contact details of service center and service engineer as per section 1.7, and Annexure-C

Contact Details is attached on Page Number _____

(k) Bid Letter: As per section 4.1

Bid letter is attached on Page Number _____

(L) Bidder undertaking: As per section 3.3

Bidder undertaking is attached on Page Number _____

(M) Affidavit on a Non-Judicial Stamp Paper: As per Annexure "A"

Affidavit is attached on Page Number _____

(N) Power of Attorney: As per Annexure "B"

Power of Attorney is attached on Page Number _____

Note: - All the above attachments are mandatory and non-submission may result in rejection of proposal.

I do hereby declare that the following self-attested copies of the documents submitted with the Tender Document are true copies of the original document.

Name of the Authorized Representative:

Signature & Seal of the Bidder:

3.2 BIDDER UNDERTAKING

Undertaking by the Bidder

I have read all the terms, conditions, enclosures and the whole tender document **DET/3/TRG/2016-17 Dated: 02/01/2017** (Page number 1 to 50) and corrigendum (if any) No....., Dated..... (Page no1 to page no.....) and understood the contents. As a token of acceptance of all the terms of tender, I am hereby submitting one copy of the entire tender document and the full corrigendum. I am also authorized by my firm to participate in this tender and therefore I am submitting this in the form of undertaking on behalf of my Firm. Apart from that agree to abide by the following:

1. Certificate of satisfactory past performance (last 3 years) has been enclosed.
2. We will ensure that a minimum of 98% uptime, calculated on an annual basis is achieved for the supplied items.
3. We shall give benefit of any price reduction found by the time of placing the supply order.
4. We agree to accept partial order/ order in phases, if it is placed.
5. We have quoted rates of items for 5 years comprehensive on-site (COS) warranty, with spare and Labour.
6. We agree to maintain/support the supplied items after warranty period as well. In case the item quoted is imported, direct shipment of the entire machine/item including add- ones from OEM, is ensured & would be provided. It is undertaken that no item supplied is used/reprocessed or refurbished in any manner either in part or otherwise.
7. We have state wide infrastructure support in the form of franchises or service centers in more than 9 Divisional Offices and sufficient service Engineers at various Districts.
8. We have not been blacklisted by central or any state government or by any central or state agencies or PSUs in India.
9. The above document is executed on ___/___/2016 at (place) _____ and we accept that if anything out of the above information is found wrong during the bid process or in period of agreement, our tender or selection shall be liable for rejection/cancellation.
10. We hereby undertake that all the components/ parts/assembly are original and no duplicate parts are used in the entire manufacturing process.

Name of Person: _____

Complete Address: _____

Signature & Seal of the Bidder

3.3 Undertaking of Authenticity for Server, Laptop, Printer, Projector and other associated peripheral Supplies

To,
The Director
Employment & Training
4th Floor, Niyojan Bhawan
Near Income Tax Round About
Bailey Road, Patna-800 001

Sub: - Supply of Server, Laptop, Printer, Projector and other associated peripherals

Ref.:- 1. Your **RFP Number DET/3/TRG/2016-17 Dated: 02/01/2017**

We hereby undertake that the components/parts/assembly/software used in the equipments under the above 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 authorized license certificate (eg. Product Keys on certification of Authorized Channel).

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 as 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 Server, Computer and Laptop already billed, we agree to take back the item supplied without demur, if already supplied and return the money if any paid to us by your in this regard.

We (system OEM name) also take full responsibility of both Parts & Service SLA as per the content even if there is any defect by our authorized Service Centre/Reseller/SI etc.

Authorized Signatory

Name:

Designation:

Place:

3.4 GENERAL TERMS AND CONDITIONS

Note: Bidders should read these conditions carefully and comply strictly while sending /submitting their tenders.

- 1) Items under the contract: The detailed Technical Specifications of the Systems & peripherals proposed to be procured are given in ***Section 4.2 of this RFP under "Schedule of Items and Technical Specifications"***.
- 2) Opening and Validity of the Bids: The Technical bids will be opened on scheduled date and time even in case of absence of the bidders. Financial bid should be valid for a minimum period of 365 days from the date of tender opening for placing the initial order.
- 3) DET reserves the right to cancel / abrogate the whole or a part of this tender document without assigning any reason (s).
- 4) In the event the Bidder / company or the concerned division of the Bidder's Company is taken over / bought over by another company, all the obligations under the agreement with DET, should be passed on for compliance by the new company in the negotiation for their transfer.
- 5) The Bidder will have to enter into written agreement with DET for honoring all aspects of fair trade practices in executing the purchase orders placed by DET by responding to this tender.
- 6) Change in Product Name: If the name of the product is changed for describing substantially the same in a renamed form, then all techno financial benefits agreed with respect to the original product, shall be passed on to DET. And the obligations with DET taken by the Bidder with respect to the product with the old name shall be passed on to the product so renamed.
- 7) All the terms and conditions for the supply, testing and acceptance, payment terms, deduction, penalty etc. will be as those mentioned herein and no change in the terms and conditions by the bidders will be acceptable. Alterations, if any must be done 24hrs before the time of closing (last date and time) of submissions. Such alterations in the tender bids should be attested properly by the bidder, failing which, the tender will be rejected.
- 8) DET will not be responsible for any delay on the part of the bidder in obtaining the terms and conditions of the tender notice or submission of the tender bids.
- 10) The Successful Bidder must open a local office (If non-existent) within the geographical and administrative boundaries of the State of Bihar within one month from the Awarding of Contract.
- 11) The system must be supplied in full as per specified configuration for acceptance.

- 12) Testing and acceptance: Normally, testing and acceptance of the systems will be done at the actual sites of installation. All aspects of safe delivery shall be the exclusive responsibility of the manufacturer. DET reserves the right to reject any item, if found unsuitable and / or not conforming to the approved specifications. The rejected items, if any, shall have to be taken back and replaced by good quality equipment forthwith at the cost of the bidder. No payment will be made for the rejected items. At the destination site, the cartons will be opened only in the presence of Manufacturer's representative and the intact position of the seal for not being tampered with shall also form the basis for certifying the receipt in good condition. During installation at site, if any item is found to be defective or broken, it will be replaced with new one by the Manufacturer at their cost and risk within 30 days.
- 13) The bidder should provide the system manual and user manual along with each system.
- 14) During the validity of the Contract including the extended period, if the bidder sells any system or sub-system of the same or equivalent configuration to any other Department /Organization in the state of Bihar at a price lower than the price fixed for DET, the Manufacturer/ bidder shall voluntarily pass on the price difference to DET, failing which DET may consider it as excess payment and reserves the right to recover the excess money paid on account of lowering of prices.
- 15) The bidder should quote minimum price for each item as per stipulated specifications. In case, the items matching to the stipulated specifications are not available with the Bidder, DET reserves the right to reject the Bid with non confirmative specifications.
- 18) DET reserves the right to reject any or all the tenders without assigning any reason whatsoever. DET would not be under obligation to give any clarification to such rejected tenders. DET may decide not to procure any particular item even after opening the bids.
- 19) Prices should be quoted in Indian National Rupees (INR).
- 20) All disputes are subject to jurisdiction within the geographical and administration confines of Patna only.
- 21) Terms of delivery: Free delivery at site i.e. at user/ consignees' destination place including freight & forwarding Insurance. For destination places bidders are advised to know in advance the place of all 96 Government ITIs of Bihar as attached.
- 22) Insurance: Transit Insurance, it will be responsibility of supplier for safe arrival of stores in full and good conditions at consignee's place (ITIs) and purchaser will not pay separately for transit insurance.
- 23) The responsibility for arranging the Road Permit / Entry Tax, if needed, will be of the selected bidder only.
- 24) The suppliers shall attend to the complaint within 48 hours of its logging and intimate /display the status of the same to the DET /Onsite Users. They will also submit

the status report of complaints to DET on Quarterly basis duly giving a summary of the total complaints received, complaints settled and complaints outstanding with reasons thereof for review of the same by. In case the Quarterly Reports are not submitted by the suppliers or the same are not satisfactory, DET reserves the right to take administrative action including forfeiture of Performance Bank Guarantee/security deposits.

SPECIAL NOTE TO BIDDERS:

- 1) After finalization of financial bid, agreement will be signed only with OEM. OEM may authorize any of their authorized channel partner for supply and installation activity.
- 2) Only one Agent or Subsidiary or distributor who enters into direct agreement with OEM and not through any intermediate channel can be only considered as a valid Channel Partner.
- 3) Authorized channel partner of OEM must fulfill the following eligibility criteria:
 - a) The channel partner's annual sales turnover must be 3 Cr or more during any of last three financial year of 2013-14, 2014-15, 2015-16.
 - b) The channel partner must have executed the total purchase order of 100 computers/ laptops in multi-location in last three years.
 - c) The channel partner must have the registration number of VAT allotted by the Sales Tax department of Govt. of Bihar or have applied for.
- 4) The selected bidder has to submit above credentials of their authorized channel partner before signing the agreement.
- 5) The DET reserves the right to relax above conditions.

3.5 BID EVALUATION

3.5.1 GENERAL AND TECHNICAL EVALUATION

1. The Tender Committee will first select Bidders on the basis of eligibility criteria of this tender. The Bids conforming to the eligibility criterion will be considered for further evaluation.
2. Financial Bid of only those bidders will be open which have qualified in technical evaluation.

3.5.2 FINANCIAL BID EVALUATION

1. The Financial Bids of only technically qualified bidders will be opened on a specified date and time duly notified.
2. The bidder has to quote for each and every item specified in the schedule as given in **Section 4.2 of this RFP under "Schedule of Items and Technical Specifications"** including peripherals and will be inclusive of 5 years on-site comprehensive warranty charges. Non-compliance in such case will result in rejection of financial bid of that bidder. The quote will also be inclusive of networking cost of the systems and peripherals at site.
3. L-1 bidder shall be decided on the basis of total lowest quote by the bidders, based on the total price of all the items included in the schedule as per the quantities mentioned therein.
4. The Financial bid must be signed and stamped by the authorized representative on each page.
5. The quoted rate will be a fixed rate quote for supply, installation & Commissioning and 5 years on-site comprehensive warranty charges and will be inclusive of all applicable taxes, duties, charges and levies including charges for freight to respective ITIs, or manpower and costs of warranty / guarantee where ever applicable. No extra payment other than the quoted rate will be paid. The Quoted rates will apply on pan Bihar basis, irrespective of the location or the area of an ITI and will apply uniformly for all the ITIs spread into 38 districts of Bihar.
6. Also the actual quantities ordered may vary (both increase and decrease) from the quantities as indicated in the schedule and may be ordered in parts/ phases
7. The quoted prices / rates shall remain fixed for a period of one year from the date of agreement. Please note that this price will be inclusive of 5 years on-site comprehensive warranty charges.
8. No up-ward adjustment in the quoted rate / price shall be made on account of any variations in costs of labour and materials or any other cost component or changes in legislations on account of taxes/duties/levies or for any other reason whatsoever subject to section 1.13.

TECHNICAL BID

4. TECHNICAL SECTION

4.1 BID LETTER

To,
The Director,
Employment & Training
Department of Labour Resources, Government of Bihar
4th Floor, Niyojan Bhawan (Near Income Tax Round About)
Bailey Road, Patna-800 001

Sub: - Supply of Server, Laptop, Printer, Projector and other associated peripherals
Ref.:- 1. Your RFP No: **DET/3/TRG/2016-17, Dated: 02/01/2017**

Sir,

We hereby declare:

- i. We are the OEM of the Quoted Items in our solution.
- ii. That we are equipped with adequate maintenance and service facilities within India for supporting the offered items. Our maintenance and service facilities are open for inspection by representatives of Government of Bihar.

We hereby offer to supply the Items and provide the services at the prices and rates mentioned in the attached commercial bid.

In the event of acceptance of our bid, we do hereby undertake:

- i. To supply the equipment and commence services as stipulated in the schedule of delivery forming a part of the attached technical bid.
- ii. We affirm that the prices quoted are inclusive of delivery, installation, and commissioning charges including 5 years onsite comprehensive warranty and all sales/service taxes.
- iii. We affirm that the prices quoted are not higher than DGS&D current Rate Contract and market prices for similar specifications.

We enclose herewith the complete Technical Bid as required by you. This includes:

1. Bid particulars
2. This bid letter
3. Warranty and Maintenance
4. Manufacturer's Authorization Form(s)
5. Other required undertaking and enclosures

We agree to abide by our offer for a period of 365 days from the last date of submission of bid and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the tender and the conditions of the contract applicable to the tender. We do hereby undertake to provision as per these terms and conditions.

We hereby certify that the person signing the tender is the constituted attorney.

Bid Security in the form of a Demand Draft issued by _____ (bank), for an amount of **Rs. 3,00,000/- (Rupees Three Lakh)** is enclosed in the Technical Bid.

We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.

Signature of Bidder (with official seal)

4.2 SCHEDULE OF ITEMS AND TECHNICAL SPECIFICATIONS

Sl. No.	Name of Item	Estimated Quantity Per ITI	Total Estimated Quantity
1	Laptop-i5 Proc (with factory fitted OS and MS Office)	21	21*20 = 420
2	Server-i7 Proc (with factory fitted OS and MS Office)	1	20
3	Printer	1	20
4	Projector	1	20

* The systems should be provided with pre-fitted OS and should include perpetual license for "2016 professional (national) academic MS office".

Note: Please also note that for the Kushal Yuva Program running under Bihar Skill Development Mission (BSDM), Department of Labour Resources, Government of Bihar, Microsoft has given a special quote for their factory fitted OS and for "2016 professional (national) academic MS office". Bidders can contact with the BSDM office to get details on the same and to make contact with Microsoft.

4.2.1 Required Specification for Laptop-i5 Proc

Parameter	Required Specification
Processor	Intel Core i5-5300U Processor 2.3 Ghz,3 MB Cache or higher
Chipset & Motherboard	Latest Compatible 8 series chipset or higher
Memory	8 GB 1600 MHz DDR3L/LPDDR3 RAM or higher expandable upto 16 GB.
HDD	1 TB or more with @7200 RPM
Display	14.0" HD (1366x768) Anti-Glare LCD
Communication & I/O Ports	1 Network connector (RJ-45), 3 Nos. USB 3.0 ,headphone/Microphone jack, Card Reader, VGA, HDMI/ Display Port, TPM 1.2 or higher, external DVD RW
Keyboard & Mouse	Full size spill-resistant Keyboards with Integrated Touchpad
Camera	Integrated HD Webcam
Graphics	Integrated Intel HD Graphics
sound card	Intel High Definition Audio, Integrated stereo sound. Integrated microphone
Display	14.0" HD (1366x768) Anti-Glare LCD
Hinges Durable, Laptop chassis	Magnesium alloys / Carbon-fiber/Glass-fiber casing strong steel hinges for the Durable Laptop Chassis
Battery Type	Lithium ion battery for at least 6 hrs back up.
Weight	Less than 2.00 Kg
Wireless & Bluetooth	Integrated Intel Dual Band Wireless supporting 802.11a/b/ g/n/ac network and Bluetooth v4.0 or higher.
Power and supply	External 45W or higher AC adapter of OE M make
OS/Media	windows 10 pro
Certifications	For OEM: ISO 14001:2004 For the quoted Model : UL, FCC ,Energy Star 5.0; quoted model ROHS , Windows 10 Operating system Certification
Carry Case	Standard Good Quality Carrying Case (Standard or Backpack with OEM Logo)
Warranty	5 Years standard onsite warranty

4.2.2 Required Specification for Server-i7 Proc

Parameter	Required Specification
Processor	6th Generation Intel(R) Core(TM) i7-6500U (Dual Core, 2.5GHz, 4MB cache or higher
Chipset & Motherboard	Latest Compatible 8 series chipset or higher
Memory	16 GB 1600 MHz DDR3L/LPDDR3 RAM or higher
HDD	1 TB or more with @7200 RPM
Display	14.0" HD (1366x768) Anti-Glare LCD
Communication & I/O Ports	1 Network connector (RJ-45), 3 Nos. USB 3.0 ,headphone/Microphone jack, Card Reader, VGA, HDMI/ Display Port, TPM 1.2 or higher, external DVD RW
Keyboard & Mouse	Full size spill-resistant Keyboards with Integrated Touchpad
Camera	Integrated HD Webcam
Graphics	Integrated Intel HD Graphics
sound card	Intel High Definition Audio, Integrated stereo sound. Integrated microphone
Display	14.0" HD (1366x768) Anti-Glare LCD or higher
Hinges Durable, Laptop chassis	Magnesium alloys / Carbon-fiber/Glass-fiber casing strong steel hinges for the Durable Laptop Chassis
Battery Type	Lithium ion battery for at least 6 hrs back up.
Weight	Less than 2.00 Kg
Wireless & Bluetooth	Integrated Intel Dual Band Wireless supporting 802.11a/b/ g/n/ac network and Bluetooth v4.0 or higher.
Power and supply	External 45W or higher AC adapter of OE M make
OS/Media	Windows 10 Pro
Certifications	For OEM: ISO 14001:2004 For the quoted Model : UL, FCC ,Energy Star 5.0; quoted model ROHS , Windows 10 Operating system Certification
Carry Case	Standard Good Quality Carrying Case (Standard or Backpack with OEM Logo)
Warranty	5 Years standard onsite warranty

4.2.3 Required Specification for Printer

Sl. No.	Main Specification
1	Print Technology- Laser
2	Duty cycle (Monthly)- Monthly Duty Cycle: 35,000 Pages or More Print
3	Print Quality Black- Effective output 1200x600dpi
4	Display None
5	Connectivity Hi-Speed USB 3.0, Network & wi-fi optional
6	Paper Handling Input, Standard 250-Sheet input tray, 35-sheet Automatic Document feeder
7	Paper Handling 100 Sheets output or better
8	Paper Size A4; A5; A6; B5; Postcards; envelopes (C5, DL, B5)
9	Power Consumption
10	Energy Efficiency Energy Star 2® qualified
11	Processor 800 MHz or above
12	Print Speed Upto 28 ppm or above
13	Scan, Copy & Fax Yes
15	Memory 128MB or above

4.2.4 Required Specification for Projector

Main Specification
Long Life Multimedia 3LCD Projector
White Light Output 2600 lumens, Colour Light Output 2800 lumens
SVGA Resolution
With E-TORL lamp that lasts up to 5000 hours of usage
Dust resistant
Easy lamp and filter changing
Contrast Ratio 3000:1
USB Display 3-in-1
Presentation through Pen drive
Vertical & Horizontal Keystone Correction
HDMI Input
VGA Input
RCA Input
USB Port
Audio In and Out Port
XGA Resolution (1024 x 768)
Menu & other Control buttons on top of projector
Rugged & Durable Design
Light Weight
Small Size

FINANCIAL BID

5. FINANCIAL BID

(Financial Bid)

To,

The Director,

Employment & Training

Department of Labour Resources, Government of Bihar

4th Floor, Niyojan Bhawan (Near Income Tax Round About), Bailey Road, Patna-800 001

Sub: - Supply of Server, Laptop, Printer, Projector and other associated peripherals for ITIs

Ref.:- 1. Your RFP No: **DET/3/TRG/2016-17, Dated: 02/01/2017**

Name of Bidder:-

Address for Correspondence:-

Sl. No	Name of Item	Estimated Quantity Per ITI	Total Estimated Quantity	Rate per Item (inclusive of all costs and other charges like warranty, freight, insurance, taxes, etc.)	Total Amount (Column 4*5)
1	Laptop-i5 Proc	21	21*20 = 420		
2	Server-i7 Proc	1	20		
3	Printer	1	20		
4	Projector	1	20		
	Grand Total (amount in words)				

- Note:-
1. For consideration of the financial bid, it is mandatory to provide all the required information, otherwise bid will be rejected.
 2. Bidders has to quote in column 5 and 6 is mandatory.
 3. The above rates are inclusive of packing, forwarding, freight, insurance, installation, commissioning, warranty or any other charges for supply to 20 ITIs in Bihar.
 4. If DET finds that registered OEM's are selling optional items in less in other places, then difference money has to deposit to DET.
 5. In the tender process one OEM can bid for other OEM's item/product, but both cannot bid for the same item/product.
 6. Two OEM's cannot bid for one OEM's same item/product.
 7. Any bidder cannot bid for any item/product from two different OEM's.

Authorized Signatory Name

SEAL

Date:-

Place:-

ANNEXURE

ANNEXURE (A) - AFFIDAVIT

(Affidavit on non-judicial stamp paper by Authorized Representative of the applicant with his / her dated signature and enterprise seal)

AFFIDAVIT

1. I/We do hereby certify that all the statements made in our bids in response to the Tender Reference RFP No: DET/3/TRG/2016-17, Dated: 02/01/2017 and in the required attachments are true, correct and complete. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my bid at any stage besides liabilities towards prosecution under appropriate law.
2. I/We, on behalf of..... (Name of the enterprise), with its registered office at do hereby declare that the above-mentioned bidder is not under a declaration of ineligibility for corrupt and fraudulent practises or for any other reason, whatsoever and has not been blacklisted / debarred by the Government of India or any of its agencies, including public enterprises and or by any State Government or any of its agencies.
3. I/We undertake, if our bid is accepted, to supply install and commission the items (Laptops, Server & Peripherals) as per the required specifications.
4. I/We on behalf of..... (Name of the enterprise) do hereby affirm and undertake that we have carefully read and understood the whole tender documents and will unconditionally abide by all the terms and conditions given in the tender document vide reference RFP No: DET/3/TRG/2016-17, Dated: 02/01/2017.
5. I/We do hereby affirm that our quote for each item is a fixed rate quote and is inclusive of all applicable taxes, duties, charges and levies including charges for freight or manpower and costs of warranty / guarantee. I/We understood that we will not be paid any extra payment other than the quoted rate. I/We also understood that our quoted prices / rates shall remain fixed for a period of one year from the date of agreement and no adjustment in the quoted rate / price shall be made on account of any variations in costs of labour and materials or any other cost component or changes in legislations on account of taxes/duties/levies or for any other reason whatsoever.
6. I/We understood that the actual total quantities as ordered may vary (increase or decrease) from the quantities as indicated in the schedule of Items and may be ordered in parts and no claim will be raised by us or admitted by the tendering authority because of this.
7. I/We do hereby undertake that we will provide unconditional minimum stipulated onsite comprehensive warranty/guarantee for a period of 60 months from the date of agreement.
8. I/We understand that the tendering authority is not bound to accept a lowest offer/quote that they may receive.
9. I/We do not have any conflict of interest which materially affects the fair competition and is disadvantageous to other bidders. We undertake to observe the laws against fraud and corruption, including bribery, in force in India.

For and on behalf of:

Signature:

Name:

Designation:

Date:

(Enterprise Seal)

ANNEXURE (B) – Power of Attorney

(Power of Attorney in favor of Authorized Representative on a non-judicial stamp paper of Rs. 100/- or more)

Power of Attorney

Know all men by these presents that We.....
..... (name of the enterprise and address of the registered office do hereby irrevocably
constitute, nominate, appoint and authorize Mr/ Ms (name)
.....son / daughter / wife of
.....and presently residing at
.....who is presently employed with us and holding the
position of..... as our true and lawful attorney (hereinafter referred to as the “Attorney”) to
do in our name and on our behalf, all such acts, deeds and things including to enter into negotiation, as are necessary
or required in connection with or incidental to submission of our Bid for the “Tender Reference RFP No:
DET/3/TRG/2016-17, Dated: 02/01/2017”

The attorney is fully authorized for providing information/ responses to the tendering authority, representing us in all
matters before the tendering authority including negotiations with the tendering authority, signing and execution of
all affidavits, undertakings and agreements consequent to acceptance of our bid, and generally dealing with the
tendering authority in all matters in connection with or relating to or arising out of our bid for the said tender.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or
caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney
and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and
shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE

THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS
.....DAY OF

For

{Signature, name, designation and address }

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Witnesses: 1.

ANNEXURE (C) - SUPPORT (INFRASTRUCTURE AVAILABLE)

Sl. No.	Division/ District Name	Contact Details such as Names, phones, e-mails, website etc.	Own/ Franchisee Support Centers	Manpower
1.	ARARIA			
2.	ARWAL			
3.	AURANGABAD			
4.	BANKA			
5.	BEGUSARAI			
6.	BHAGALPUR			
7.	BHOJPUR			
8.	BUXAR			
9.	DARBHANGA			
10.	EAST CHAMPARAN			
11.	GAYA			
12.	GOPALGANJ			
13.	JAMUI			
14.	JEHANABAD			
15.	KAIMUR			
16.	KATI HAR			
17.	KHAGARIA			
18.	KISHANGANJ			
19.	LAKHISARAI			
20.	MADHEPURA			
21.	MADHUBANI			
22.	MUNGER			
23.	MUZAFARPUR			
24.	NALANDA			

25.	NAWADA			
26.	PATNA			
27.	PURNIA			
28.	ROHTAS			
29.	SAHARSA			
30.	SAMASTIPUR			
31.	SARAN			
32.	SHEIKHPURA			
33.	SHEOHAR			
34.	SITAMARHI			
35.	SIWAN			
36.	SUPAUL			
37.	VAISHALI			
38.	WEST CHAMPARAN			

ANNEXURE (D) – List of indicative 20 Government Industrial Training Institutes (ITIs) of Bihar

Sl. No.	Name of ITI
01	WITI, Digha, Patna
02	WITI, Darbhanga
03	WITI, Forbesganj
04	WITI, Supaul
05	ITI, Munger
06	ITI, Jamui
07	ITI, Muzaffarpur
08	ITI, Betia
09	ITI, Dehri on Son, Rohtas
10	ITI, Kalyan Bigha, Nalanda
11	ITI, Buxar
12	ITI, Bhagalpur
13	ITI, Banka
14	ITI, Purnea
15	ITI, Marhowrah, Saran
16	ITI, Gaya
17	ITI, Jehanabad
18	ITI, Ghoghardiha, Madhubani
19	ITI, Thakuganj, Kishanganj
20	ITI, Motihari

ANNEXURE (E)- DELIVERY/ INSTALLATION CERTIFICATE

1.	Agency/ OEM Name	
2.	Purchase Oder No. & date	
3.	Equipment Name & Description	1)
		2)
		3)
		4)
4)	Equipment Serial No.	1)
		2)
		3)
		4)
5)	Date of delivery	
6)	Date of intimation of call for installation	
7)	Installation Date	
8)	Certificate	Equipment (as per ordered configuration) has been delivered/ installed successfully
9)	Name of DET/ Department Official/ ITI in charge: Designation : Contact No.: Signature (with official seal) Date:	

ANNEXURE (F) - PERFORMANCE BANK GUARANTEE FORMAT

To,
The Director,
Employment & Training
Department of Labour Resources, Government of Bihar
4th Floor, Niyojan Bhawan (Near Income Tax Round About)
Bailey Road, Patna-800 001

WHEREAS ----- (Name & Address of supplier) (hereinafter called "Supplier") has undertaken in pursuance of **Tender Ref. No.: DET/3/TRG/2016-17 Date: 02/01/2017 for supply of "Laptops, Printers, Projectors and other associated peripherals"** to The Director, Directorate of Employment & Training (Training Wing), Department of Labour Resources, Government of Bihar, Niyojan Bhawan, Patna in favour of the supplier.

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Performance Bank Guarantee by a Scheduled bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to issue such a Performance Bank Guarantee on behalf of the supplier.

THEREFORE WE hereby affirm that we the bank are guarantors and responsible to you, on behalf of the supplier, up to a sum of **Rs.** -----(Bank Guarantee Amount as per the condition given in the Tender) and we undertake to pay you, merely upon your first written demand declaring the Supplier to be in default under the Contract, and without any cavil or argument, any sum or sums within the limits of guarantee amount, as aforesaid, without your needing to prove or to show grounds or reasons for your demand of the sum specified therein.

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

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

This Guarantee shall be irrevocable and shall not be discharged except by payment of the above amount by us to the Director, Directorate of Employment & Training (Training Wing), Department of Labour Resources, Government of Bihar and our liability under this Guarantee shall be restricted to the Guaranteed Amount being Rs.....only.

If it is necessary to extend this Guarantee on account of any reason whatsoever, we undertake to extend the period of the Guarantee on the request of the Bidder under intimation to the Director, Directorate of Employment & Training (Training Wing), Department of Labour Resources, Government of Bihar.

To give full effect to the Guarantee contained herein, the Director, Directorate of Employment & Training (Training Wing), Department of Labour Resources, Government of Bihar shall be entitled to act as if the Guarantor Bank is the Principal debtor in respect of claims against the supplier and the Guarantor Bank hereby expressly waives all its rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this Guarantee.

Any notice by way of demand or otherwise may be sent by special courier, telex, fax, registered post or other electronics media to our address as afore-said and if sent by post, shall be deemed to have been given to us after expiry of 48 hours when the same has been posted.

This guarantee is valid until 60 Months from the date of Agreement.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed **Rs.** -----(Bank Guarantee Amount as per the condition given in the Tender)
2. This Bank Guarantee shall be valid up to ___/___/_____.
3. We are liable to pay the guarantee amount or any part thereof under this bank guarantee only if you serve upon us a written claim or demand on or before ___/___/_____ through our local branch at Patna.

Signature and Seal of Guarantors:

.....
.....
.....

Dated:

Address:

.....
.....

ANNEXURE (G) - FORMAT OF AGREEMENT

(On a Rs. 1000/- Non Judicial Stamp Paper issued in Bihar)

AGREEMENT BETWEEN

Bihar Skill Development Mission

AND _____

This Agreement is made at Patna, Bihar this ____ day of _____, 2017

BETWEEN

Directorate of Employment & Training, under Department of Labour Resources, Government of Bihar (“GoB”) and having its Registered office at Department of Labour Resources, Government of Bihar, 4th Floor, Niyojan Bhawan, (Near Income Tax Round About), Bailey Road, Patna – 800001, Bihar INDIA, hereinafter referred to as “DET” (which expression unless repugnant to the context and meaning thereof, shall mean and include its permitted successors and assigns), represented by the Director, Employment & Training, as the party of the First Part,

AND

_____, an Organization incorporated/ registered under the _____ Act, having registration no. _____ dated _____ and having its registered office at _____, hereinafter referred to as “the Organization (which term shall so far as the context admits be deemed to mean and include its successors and assignees) represented by the _____ as the party of the Second Part.

AND WHEREAS the Organization upon their successful participation in the Request for Proposal For supply, installation and commissioning of Laptops, Printers, Projectors and other associated peripherals with 5 years onsite comprehensive warranty for its 20 Industrial Training Institutes (ITIs) established in different Districts of Bihar vide Ref. No. **DET/3/TRG/2016-17 Date: 02/01/2017** expressed its willingness and undertakes to supply the items and warranty services as per terms of the RFP as mutually agreed,

AND WHEREAS in consideration of the mutual covenants and obligations by the parties hereto, it is agreed as follows:

MUTUAL RIGHTS AND OBLIGATIONS

The mutual rights and obligations of the BSDM and the organization shall be as set forth in the Contract, in particular:

- (i) The organization shall carry out and complete the supplies and Services in accordance with the provisions of the RFP and this Contract; and
- (ii) The BSDM shall make payments to the organizations in accordance with the provisions of the RFP and this Contract.

This Agreement shall be comprised of the following documents and shall be deemed as an integral part of this Agreement:

- Form of Contract
- Letter of Allotment (LOA)
- Request for proposal vide Ref. No. **DET/3/TRG/2016-17 Date: 02/01/2017**

Commencement and Duration of the Services

The Agency shall start the Services on ____ [please insert date] ("the Start Date") and shall complete them by ____ [please insert date] ("the End Date") unless this Contract is terminated earlier in accordance with its terms and conditions.

3. Financial Limit

Payment rates under this Contract shall not, in any circumstances, exceed as quoted in the Financial Proposal.

4. Time of the Essence

Time shall be of the essence as regards the performance by the organization of its obligations under this Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of Client

For and on behalf of Organization

Signature

Signature

Name:

Name:

Date:

Date:

Witness on behalf of Client

Witness on behalf of Organization

1.

1.

2.

2.