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ECHS Regional Centre
J-94, Roberts Road
Trimulgherry
Secunderabad - 500015

ECHS/RCH/4062(C)/Accounts

31 Jan 17

**REQUEST FOR PROPOSAL FOR PROCUREMENT OF
07 DESKTOP COMPUTERS AT REGIONAL CENTRE HYDERABAD**

1. **OBJECTIVE:** This RFP is issued as a request for the supply, installation & commissioning of Router & firewall solution for Lease line connection at RC Hyd. The following document in its entirety has to be brought as both, bid specification to outline the requirements for the works to be provided, and a basis for the proposal submission by the bidder also referred to as the vendor.

Part I

General information about the tender:-

1. Tender reference No : ECHS/4014/Est
2. **Last date and time for depositing the Bids: 20 Feb 17 1300hrs**
The sealed Bids should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.
3. **Manner of depositing the Bids:** The sealed Bids should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.
4. **Time and date for opening of Bids : 21 Feb 17 1100 Hrs**
5. **Location of the Tender Box** : Reception of ECHS RC Hyderabad
6. **Place of opening of the Bids** : ECHS Regional Centre Hyd
J-94 Roberts Road,
Trimulgherry, Secunderabad- 500015
7. **Forwarding of Bids** : Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with NEFT Account if applicable, etc and complete postal & e-mail address of their office.

8. **Clarification regarding contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.

9. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmations should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

10. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

11. **Earnest Money Deposit.** The bidders are to furnish EMD for a sum of **Rs.10000/-** in the name of Director ECHS Regional Centre Hyderabad, with a validity of **45 days beyond** the final bid validity period, in the form of an Account Payee Demand Draft or Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business. **Bids received without EMD will be rejected.** EMD of unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before 30th day after the award expiry of the contract. THE Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security by them as called for in contract. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.

12. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection. Conditional tenders will be rejected. Incomplete documents will also be rejected.

13. **Validity of Bids:** The Bids should remain valid till **90 Days** from the last date of submission of the Bids.

14. **Price Bid Format:** The quotation should be quoted in following format.

Item No.	Ref of Indent	Item No. of contract	Description of goods	Qty	Rate per Unit	Total amount
(a)	(b)	(c)	(d)	(e)	(f)	(g)

Taxes	Transport charges	Other charges	Total Cost
(h)	(i)	(j)	(k)

Part II

Essential Details of Items/Services required:-

1. To provide 07 Desktop Computers at ECHS RC Hyderabad. As per below mentioned specification:

SI No	Name	Type of item /description	Qty
01	Desktop Computers	Intel Core i5 MEMORY: 4GB DDR4 RAM HARD DISK DRIVE: 500 GB HDD Optical Disc Drive: DVD RW Monitor: 19.5" TFT Monitor. Operating System: WIN 10 PRO 64* (Licensed Software) With required accessories, connecting cables and driver media Keyboard & Mouse: USB Keyboard & USB Mouse	07

Note: Warranty 36 months

2. **Delivery Period** - Delivery period for supply of items would be **30 Days** from the date of issue of supply order. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

3. **Terms of Delivery Date of Delivery:** (a) Local Delivery at ECHS RC Hyderabad, J-94 Roberts Road, Trimulgherry. The date on which the delivery is made at the consignee's site mentioned in the contract.

4. **Consignee details** – The item is to be delivered at
ECHS RC Hyderabad
J-94 Robert Road
Trimulgherry,
Secunderabad 500015

Part III

Standard Conditions:-

1. The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

2. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

3. **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or

relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration at Secunderabad.

4. **Liquidated Damages:** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

5. **Termination of Contract:** The Buyer shall have the right to terminate thisContract in part or in full in any of the following cases:-

- (a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than (01 months) after the scheduled date of delivery.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The delivery of material is delayed due to causes of Force Majeure by more than (02 months) provided Force Majeure clause is included in contract.
- (d) The Buyer has noticed that the Seller has utilised the services of any Indian/ Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (e) As per decision of the Arbitration Tribunal.

6. **Taxes, Duties, Sales Tax / VAT:-**

- (a) If Bidder desires to ask for excise duty or Sales Tax / VAT extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.
- (b) If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entrained after the opening of tenders.
- (c) If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.
- (d) If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on.

In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

(e) Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

PART IV

Special Conditions of RFP:-

1. Performance Guarantee:

1. The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

(a) **Indigenous cases:** The Bidder will be required to furnish a Performance Guarantee in the name of **Director ECHS RC Hyderabad**, by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICIBank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to **10% of the contract value within 15 days of receipt of the confirm order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty.**

(b) **Option Clause:** The contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.

(c) **Repeat Order Clause** – The contract will have a Repeat Order Clause, wherein the Buyer can order upto 50% quantity of the items under the present contract within six months from the date of supply/successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.

(d) **Payment Terms for Indigenous Sellers** - It will be mandatory for the Bidders to indicate their bank account numbers and other relevant *epayment* details so that payments could be made through ECS/NEFT mechanism instead of payment through cheques, wherever feasible. **100% payment after delivery and acceptance by the user i.e., 30 days.**

(e) **Packing and Marking** - The Seller shall provide packing and preservation of the equipment and spares/goods contracted so as to ensure their safety against damage in the conditions of land, sea and air transportation, transshipment, storage and weather hazards during transportation, subject to proper cargo handling.

(f) **Inspection Authority:** The Inspection will be carried out by Director ECGS RC Hyderabad. The mode of Inspection will be Joint Inspection.

2. **Warranty Clause-**

(a) The Seller warrants that the goods supplied under the contract conform to technical specifications prescribed and shall perform according to the said technical specifications.

(b) The Seller warrants for a period of **36 months** from the date of acceptance of stores by Joint Receipt Inspection or date of installation and commissioning, whichever is later, that the goods/stores supplied under the contract and each component used in the manufacture thereof shall be free from all types of defects/failures.

(c) If within the period of warranty, the goods are reported by the Buyer to have failed to perform as per the specifications, the Seller shall either replace or rectify the same free of charge, within a maximum period of 45 days of notification of such defect received by the Seller, provided that the goods are used and maintained by the Buyer as per instructions contained in the Operating Manual. Warranty of the equipment would be extended by such duration of downtime. Record of the down time would be maintained by the user in the logbook. Spares required for warranty repairs shall be provided free of cost by the Seller. The Seller also undertakes to diagnose, test, adjust, calibrate and repair/replace the goods/equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the Buyer and the Seller.

(d) The Seller also warrants that necessary service and repair back up during the warranty period of the equipment shall be provided by the Seller and he will ensure that the downtime is within 48 Hours of the warranty period.

(e) The Seller shall associate technical personnel of the Maintenance agency and Quality Assurance Agency of the Buyer during warranty repair and shall also provide the details of complete defects, reasons and remedial actions for defects.

Part V

Evaluation Criteria

1. The broad guidelines for evaluation of Bids will be as follows:

(a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP.

(b) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. The consideration of taxes and duties in evaluation process will be as follows:

(i) In cases where only indigenous Bidders are competing, all taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids.

(ii) The Bidders are required to spell out the rates of Customs duty, Exciseduty, VAT, Service Tax, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Customs duty / Excise Duty / VAT is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entrained after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of Customs duty / Excise Duty / VAT duty up to any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of Customs duty / Excise Duty / VAT, it should be brought out clearly. Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and VAT also.

(iii) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

(iv) The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.

(v) Any other criteria as applicable to suit a particular case.

2. This RFP is being issued without any prejudice and nil commitments please. It may please be noted that the purchaser reserves the right to change or vary any part thereof at any stage. **Purchaser also reserves the right to withdraw the RFP, should it be necessary at any stage.**

(Shekhar Chopra)
Group Captain
Joint Director (Accounts)
ECHS (RC) Hyd