## **OPEN COMPETITIVE BID**

**FOR** 

## PROCUREMENT OF

# IN GOVERNMENT POLYTECHNICS OF ANDHRA PRADESH

## Issued by

## DEPARTMENT OF TECHNICAL EDUCATION

1st Floor, Garudadri K.K. Towers, Lakshminarasimha Colony, Mangalagiri-522 503, Guntur District, Andhra Pradesh, India.

Ph. 08645-293182, 8897989811, 9849252281 | adtdte2016@gmail.com | https://dteap.nic.in/

## News Paper Advertisement

## e-PROCUREMENT TENDER NOTICE

BID submission closing date : 07.03.2025 PRE-BID meeting on : 25.02.2025

PROCUREMENT OF

## EQUIPMENT FOR COMPUTER LABORATORY IN GOVERNMENT POLYTECHNICS OF ANDHRA PRADESH

## Department of Technical Education Government of Andhra Pradesh Mangalagiri

Interested Bidders may visit www.apeprocurement.gov.in

Interested Bidders may visit www.apeprocurement.gov.in

For details please contact:
Deputy Director (Technical),
O/o. Director of Technical Education (DTE), A.P., 08645293182, 8897989811,9849252281

## NOTICE INVITING TENDER

S.No	Description		
1.	Name of the	Department of Technical Education, Andhra	
	Department	Pradesh	
2.	Procuring For	Government Polytechnics in Andhra Pradesh State.	
3.	Circle/Division	NA	
4.	Tender Number	K/Modernisation of Labs/2024/1	
5.	Tender Subject	Supply, Installation, & Commissioning of Equipment for Computer Laboratory in various Government Polytechnics in Andhra Pradesh.	
6.	Quantity	As per the tender document mentioned under Section-A	
7.	Period Of Contract	NA	
8.	Form Of Contract	Schedule Wise	
9.	Tender Type	Open	
10.	Tender Category	Products	
11.	Bid Processing Fee	Rs.10,000/- Mode of payment - As mentioned in the Tender Document at Section G.	
12.	EMD / Bid Security	2.5% on schedule wise quoted cost during Bid submission. Mode of payment- As mentioned in the Tender Document at Section G.	
13.	Security Deposit	2.5% of contract value or Purchase order value. As mentioned in the Tender Document at Section G.	
14.	Transaction Fee & Corpus fund	All the participating bidders who submit the bids have to pay at the time of bid submission in favor of M/s APTS, Vijayawada through Online Payment Gateway and through Net Banking facility  a) An amount @ 0.03% (plus GST) of their final bid value online with a cap of Rs. 10,000/- for quoted value of purchase up to Rs.50.00 Crore (or)  b) An amount of Rs.25,000/- if the purchase value is above Rs.50.00 crores plus GST applicable on transaction fee through online in	

S.No	Description	
		favor of MD, APTS. The amount payable to APTS is non-refundable.  Corpus Fund:  Successful bidder shall pay corpus fund in
		favor of the MD, APTS through online (AP e-Procurement Portal) An amount @ 0.04% of the contract value with a cap of Rs.10,000/- (Rupees Ten Thousand Only) for contract value up to Rs.50.00 Crores (or) An amount of Rs.25,000/- (Rupees Twenty-Five Thousand Only) for the contract value above
15.	Transaction Fee Payable To	Rs.50.00 Crores.  APTS, Vijayawada
16.	Bid Document Download Start Date & Time	21-02-2025, 11:00 AM
17.	Pre –Bid Meeting Date & Time	25-02-2025, 11:00 AM
18.	Bid Document Download End Date & Time	07-03-2025, 3:00 PM
19.	Bid Submission Closing Date & Time	07-03-2025, 5:00 PM
20.	Pre-Qualification & Technical Bid Opening Date & Time	07-03-2025, 5:30 PM
21.	Bid Submission	Online.
22.	Bid Validity Period (in Days)	180 days from the date of opening of Technical Bid.
23.	Price Bid Opening Date (Financial Bid Stage)	08-03-2025, 11:00 AM
24.	Place Of Tender Opening & Pre Bid Meeting	O/o Director of Technical Education, A.P., Mangalagiri
25.	Officer Inviting Bids/Contact Person	Deputy Director (Tech), O/o Director of Technical Education, A.P., Mangalagiri
26.	Address/E-mail id	adtdte2016@gmail.com
27.	Contact	Ph:0866-2971222, 9849252281

S.No	Description	
	Details/Telephone, Fax	
28.	Eligibility Criterion	As per the tender document mentioned under Section-B
29.	Procedure For Bid Submission	1. Tenders shall be submitted exclusively online.  2. The tenderers should register themselves on e-procurement platform in the website www.apeprocurement.gov.in  3. The tenderers who are desirous of participating in e-procurement shall submit their technical bids, price bids as per the standard formats available at the e- market place.  4. The tenderers should scan and upload the below mentioned documents and submit by post all the hard copies to the Deputy Director (Technical), O/o Director of Technical Education, 1st Floor, Garudadri K.K. Towers, Lakshminarasimha Colony, Mangalagiri-522 503, Guntur District, Andhra Pradesh, India., before Technical Specifications Bid Opening date and time.  a. A copy of payment at S. No. 11 towards Bid processing fee.  b. A copy of payment at S.No. 12 towards EMD/Bid Security.  c. A copy of payment at S.No. 14 towards transaction fee.  d. All the supporting documents as mentioned in the eligibility criteria (all the points in Section-B) documents in support of technical specifications along with make and models of all the items as per the list mentioned in Section-E duly mentioning the make.  e. Section-B of tender document duly signed with office seal as a token of acceptance of our standard terms and conditions.  f. Last three years income tax returns.  g. List of customers, to whom the bidder had supplied identical materials in the past 3 years along with P.O. details and performance report.  h. Section-H of bidding document.

S.No	Description	
		Note: The Director of Technical Education will not hold any risk and responsibility for non-visibility of the scanned document or non-receipt of hardcopies or the loss in transit. The Documents that are uploaded online on e-market place will only be considered for Technical Bid Evaluation.
30.	General Terms and Conditions	As per tender document.

Signature of Tender Inviting Authority

## **CONTENTS OF THE TENDER DOCUMENT**

S.No.	Content	Section	Page No.
1.	Schedule of Quantity	Section-A	8
2.	Eligibility Criteria and Special Terms and Conditions	Section-B	9
3.	Documents to be furnished	Section-C	12
4.	List of Government Polytechnics (GPTs) where the equipment is to be Supplied, Installed and Commissioned	Section-D	14
5.	Technical Specifications	Section-E	15
6.	Instructions to Tenderers / Bidders	Section-F	16
7.	General Purchase Conditions	Section-G	25
8.	Statement of Deviations	Section-H	38
9.	Guide-lines for submission of bank guarantee towards performance bank guarantee	Section-I	39
10.	Proforma for performance bank guarantee	Section-J	40
11.	Standard Procedure For Opening And Evaluation Of Bids	Section-K	42
12.	Proformas	Section-L	48
13.	Check List of Documents Uploaded	Section-M	56

## SECTION-A

## **SCHEDULE OF QUANTITY**

## A.1. NAME OF THE WORK:

Supply, installation & commissioning of Computer Laboratory equipment for Computer Engineering laboratories in various government polytechnics in Andhra Pradesh. (as in Section-D)

Ite No	Equipment/Description	Total Quantity (No's)
1	PC with Minimum Core i5 configuration 12 <sup>th</sup> Generation	615

Note: Instructions Manuals for all apparatuses with necessary standard tables/ Calibration Charts where ever applicable - one set for each Institute per each item to be supplied.

## SECTION-B

## ELIGIBILITY CRITERIA AND SPECIAL TERMS AND CONDITIONS

- B.1. The Company/Company authorized suppliers should be in existence of manufacture and or supply and maintenance of Computer Laboratory related equipment for a minimum period of three (3) years in India as on bid calling date.
- B.2. The Bidder should have at least one office with GST Registration in Andhra Pradesh (A.P). Billing/Invoice should be done from offices located in A.P only. In case, Bidder does not have office in Andhra Pradesh as on bid submission date, should submit an undertaking before the date of opening of Technical bid, to open the office in A.P and register for A.P GST. All Invoices should be raised with A.P GST Number only.
- B.3. The tenderer should be a Manufacturer or the OEM Authorized representative of respective items. The Bidder should submit the Manufacturer's Authorization Form (MAF) for the products / items, specific to this tender issued by OEM authorizing the bidder to submit the bid for tendering which is deemed as an agreement in between the bidder and OEM for the support till the warranty period.
- B.4. B.4. The Company/OEM/the tenderer should have earlier supply &installed at least of same or higher quantity as mentioned in the schedule of quantity of items in the current tender in any of the last three financial years (2021-22, 2022-23& 2023-24) to State/Central Govt. Organizations/Colleges/NABL approved laboratories.
- B.5. The bidder Company/OEM/OEM authorized suppliers should have at least 1 (one) Service/Franchise Service Centre in Andhra Pradesh as on bid submission date. In case Bidder/OEM does not have the service centers/Franchise service centre as on bid submission date, bidder/OEM should give an undertaking in Pre-Qualification bid to open the service centre as specified above and should submit the Service Centre / Franchise service centre details before the due date of Delivery in case the contract is awarded. Failing which the Purchaser may forfeit the PBG and cancel the contract.
- B.6. The Bidder/tenderer company should have average annual financial turnover of Rs. 3.00 crores calculated over a period of the last three financial years i.e., 2021-22, 2022-23 & 2023-24. Bidder should have positive net worth in the above three financial years.
- B.7. The bidder should submit/give declaration stating that they are not debarred/blacklisted by any State Government, Central Government, Central & State Govt. Undertakings / enterprises /Organizations and by any other Quasi Government bodies/Organizations in India for non-satisfactory performance, corrupt & Fraudulent or any other unethical business practices.
- B.8. The Bidder/OEM should be ISO 9001 certified company.

Note: Relevant documents in support of the above eligibility criteria should be uploaded.

## SPECIAL TERMS AND CONDITIONS:

- B.9. Delivery & Installation Period: The delivery and installation should be made within 90 days from the date of receipt of purchase order by the tenderer.
- B.10. Warranty: All items supplied by the tenderer shall be guaranteed against any defects and the tenderer should provide time-to-time operational maintenance support for a period of 2 years (On Site comprehensive Warranty). Necessary guarantee certificates shall accompany the supplies. The tenderer shall be liable to rectify any defects that may be found in the equipment supplied free of cost.
- B.11. Installation: The installation should be done as per the Section-D enclosed, at free of cost. The equipment's should be installed with necessary foundation, Wiring and plumbing conditions where ever required. Commissioning, installation of supplied equipment includes Training of identified Staff by the Department on the supplied equipment at the Government polytechnics.
- B.12. Resolution Time: The response time of the tenderer to resolve any complaint upon receipt of the complaint/information from the user should not be more than 3 days.
- B.13. The tenderer shall necessarily quote for all the products of the laboratory mentioned in the schedule (as per the Section-E), otherwise they will be disqualified.

Tenderer Seal

### SECTION-C

## DOCUMENTS TO BE FURNISHED

The following documents should be scanned and uploaded online on emarket place, otherwise the bidders are liable to be disqualified.

- C.1. All the Supporting documents in respect of Eligibility Criteria. i.e., Section-B
- C.2. Registration/Incorporation Certificate in support of the Existence of the company for required number of years as per the tender schedule eligibility criteria.
- C.3. Copies of Purchase Orders in support regarding the supply of required quantities of items in any of the last three years as per the tender schedule eligibility criteria.
- C.4. List mentioning the addresses and contact persons with phone numbers of the Service/ Franchise Centers present throughout Andhra Pradesh.
- C.5. Supporting Documents indicating that the tenderer is the Manufacturer or the OEM Authorized representative of the corresponding items/ products.
- C.6. Audited financial statements that are balance sheet- income & expenditure and profit & loss accounts in support of having required turnover in each of the last three financial years.
- C.7. Section-B duly signed & office Seal affixed as a token of acceptance of Conditions of the bid.
- C.8. Documents in support of Technical Specifications for equipment as mentioned in Section-E clearly mentioning the make and model.
- C.9. The latest Income Tax Clearance Certificate.
- C.10. The list of customers, to whom the bidder had supplied identical materials in the past along with P.O. details and performance report, if any.
- C.11. Section-H

## Note:

- 1. The Director of Technical Education (DTE) will not hold any risk and responsibility for non-visibility of the scanned document or non-receipt of hardcopies or loss in transit.
- 2. The Documents that are uploaded online on e-market place will only be considered for Technical Bid Evaluation.
- 3. The tenderer will be disqualified at any stage of the tender process, if found to have misled or furnished false information in the forms/
  Statements/ Certificates submitted in proof of C.1 to C.5 above.

## **SECTION-D**

## List of Government Polytechnics (GPTS) where the equipment is to be Supplied, Installed and Commissioned

Item No: 01

## NAME OF THE EQUIPMENT:

Supply, Installation & Commissioning of Computer Laboratory Equipment of Computer engineering laboratories to the following Government Polytechnics in Andhra Pradesh.

S.NO.	INSTITUTE CODE	NAME OF THE POLYTECHNIC AND PLACE	QUANTITY (NO'S)
1	202	GOVT. POLYTECHNIC, ADDANKI	15
2	635	GOVT. POLYTECHNIC, CHODAVARAM	10
3	203	GOVERNMENT POLYTECHNIC, ADONI	15
4	65	GOVT.INSTITUTE OF CHEMICAL ENGG, VISAKHAPATNAM	10
5	172	GOVT.POLYTECHNIC, VEMPALLI	25
6	71	SUVR AND SR GOVT POLYTECHNIC FOR WOMEN, ETHAMUKKALA	20
7	185	GOVT.POLYTECHNIC, SATYAVEDU	15
8	55	SRI G P R GOVT POLYTECHNIC, KURNOOL	30
9	199	GOVT.POLYTECHNIC, KAMALAPURAM	15
10	198	GOVT.POLYTECHNIC, TADIPATHRI	15
11	45	GOVT. POLYTECHNIC FOR WOMEN, BHEEMUNIPATNAM	20
12	16	GOVT POLYTECHNIC, NELLORE	30
13	72	DR.B.R.AMBEDKAR GMR POLYTECHNIC, RAJAHMUNDRY	30
14	59	GOVT POLYTECHNIC FOR WOMEN, PALAMANERU	15
15	17	GOVT POLYTECHNIC, GUDUR	20
16	21	ESC GOVT POLYTECHNIC, NANDYALA	30
17	22	GOVT POLYTECHNIC, PRODDUTURU	30
18	38	MRAGR GOVT. POLYTECHNIC, VIZIANAGARAM	30
19	43	GOVT. MODEL RESIDENTIAL POLYTECHNIC, PADERU	20
20	58	GOVT POLYTECHNIC FOR WOMEN, HINDUPUR	20
21	98	GOVT POLYTECHNIC FOR MINORITIES, KURNOOL	15
22	154	GOVT POLYTECHNIC, OBULAVARIPALLI	20
23	8	GOVT. POLYTECHNIC, SRIKAKULAM	10
24	10	ANDHRA POLYTECHNIC, KAKINADA	30
25	14	MBTS GOVT. POLYTECHNIC, GUNTUR	15
26	18	SV GOVT. POLYTECHNIC, TIRUPATI	30
27	48	GOVT. POLYTECHNIC FOR WOMEN, NELLORE	10
28	57	GOVT. POLYTECHNIC FOR WOMEN, KADAPA	10
29	88	GOVT. POLYTECHNIC FOR WOMEN, SRIKAKULAM	10
30	101	DR.Y C JAMES YEN GOVT. POLYTECHNIC, KUPPAM	10
31	155	GOVT. POLYTECHNIC, PILLARIPATTU	15
32	170	GOVT. POLYTECHNIC, DHARMAVARAM	
33	173	GOVT. POLYTECHNIC, DHARMAVARAM 10 GOVT. POLYTECHNIC, ANAKAPALLI 10	
34	13	GOVT. POLYTECHNIC, VIJAYAWADA	2
35	DTE	O/o DIRECTORATE OF TECHNICAL EDUCATION, MANGALAGIRI	3
		TOTAL	615

## **SECTION-E**

## TECHNICAL SPECIFICATIONS

- E.1. All the items are to be supplied as per the below mentioned minimum technical specifications.
- E.2. Higher or better specifications than the mentioned specifications are acceptable.
- E.3. Make and Model of the offered items and their compliance to below mentioned technical specifications are to be clearly mentioned by the bidders in their technical compliance statement.

Item No: 01

NAME OF THE LABORATORY
NAME OF THE EQUIPMENT

: Computer Laboratory

: PC with Minimum Core i5

configuration

S No.	Parameter/ Feature	Specification Required	
1.	Make	< <specify>&gt;</specify>	
2.	Model	< <specify>&gt;</specify>	
3.	Specifications	Form Factor	Tower/Micro Tower/Mini Tower
		Chassis	Tool-less Chassis (Tool-less Hard Drive, Memory & Optical drive Removal)
		Chipset	Commercial Class Intel® Q670 Chipset or above
		Processor	Intel® 12th Generation Core i5 Processor
		Memory	16 GB DDR4-2666 Memory expandability up to 64 GB with 2 DIMM Slots or 16 GB DDR4-3200 Memory expandability up to 64 GB with 2 DIMM Slots
		SSD	512GB PCIe NVMe SSD
		Graphics	Intel® UHD Graphics 770
		Audio	Integrated audio controller with intenal speaker of atleast 2W
		Operating System	Preloaded Microsoft Windows 11 Professional Operating System
		Networking	Integrated Intel Gigabit 10/100/1000 Ethernet Controller
			Intel® Wi-Fi 6E AX211 802.11ax 2x2 with Bluetooth
		Ports	Video: 1 Display Port ,1 HDMI , 1 VGA
			USB:2 USB 2.0, 3 USB 3.2 Gen 1, 3 USB 3.2 Gen 2, 1 USB Type C (Min 4

S No.	Parameter/ Feature	Specification Required	
			USB ports should be with 10Gbps)
		Slots	1 PCI Express v4.0 x16
			1 PCI Express v4.0 x1
			1 PCI
			2 M.2
		Keyboard	USB Wired Keyboard
		Mouse	USB Optical Wired Mouse
		Power Supply	260 W with 92% efficiency or better
		Security	Hardware based endpoint security
			controller TPM 2.0
		Certifications	Microsoft Windows 11
			FCC,CE, RoHS, UL, EPEAT, Energy
		_	Star, TCO, MIL STD 810
			ISO 9001,14001,20001,27001 for
			OEM
		Display	21.5" with Minimum resolution of
			1920X1080, with VGA, HDMI, TCO
			8.0 Certified (Same OEM as desktop)
		Warranty	3 Years onsite Warranty

## SECTION-F INSTRUCTIONS TO TENDERERS / BIDDERS

Due date and time of submission of bids : 07.03.2025 at 05.00 PM

Due date and time of opening of Technical Bids : 07.03.2025 at 5:30 PM

Due date and time of opening of Price Bids : 08.03.2025 at 11.00 AM

\_\_\_\_\_

The instructions given below must be read very carefully, as failure in compliance with any of these may render the offer liable for rejection. If a bidder has any doubt about the meaning of any stipulation herein, General Purchase Condition, specification of materials or any other enclosed document, he should immediately obtain the clarification/ information in writing from the Office of Director of Technical Education (DTE), Mangalagiri.

## F.1. Definitions:

- 1. **Tender call or invitation for bids** means the detailed notification seeking a set of solution(s), service(s), materials or any combination of them.
- 2. **Specification** means the functional and technical specifications or statement of work, as the case may be.
- 3. **Firm** means a company, authority, co-operative or any other organization incorporated under appropriate statute as is applicable in the country of incorporation.
- 4. **Bidder** means any firm offering the solution(s), service(s) and/or materials required in the tender call. The word vendor when used in the pre award period shall be synonymous with bidder and when used after award of the contract shall mean the successful bidder with whom Director of Technical Education (DTE) signs the contract for rendering of goods and services.
- 5. **Pre-qualification and Technical bid** means that part of the offer that provides information to facilitate assessment by Director of Technical Education (DTE), professional, technical and financial standing of the bidder, conformity to specifications etc.
- 6. **Financial Bid** means that part of the offer, that provides price schedule, total project costs etc.
- 7. **Three Part Bid** means the pre-qualification bid, technical and financial bids submitted in Physical to Director of Technical Education (DTE) / through e-Procurement portal.

- 8. **Two Part Bid** means the Technical bid (including Pre-Qualification) and financial bids submitted in physical to Director of Technical Education (DTE) / through e-Procurement portal and their evaluation is sequential.
- 9. **Composite Bid** means a bid in which the technical and financial parts are combined into one, but their evaluation is sequential.
- 10. **Goods and Services** mean the solution(s), service(s), materials or a combination of them in the context of the tender call and specifications.
- 11. **The word goods** when used singly shall mean the hardware, firmware component of the goods and services.
- 12. **Maintenance Period** means period mentioned in bid document for maintaining the equipment beyond warranty period.
- 13. **Prime Bidder** means a company wholly responsible for contractual obligations and act as Single Point of Contact for the contract management.
- 14. **DTE** means Director of Technical Education (DTE)

## F.2. General Eligibility

- 1. This invitation for bids is open to all firms both from within and outside India, who are eligible to do business in India under relevant Indian laws as is in force at the time of bidding subject to meeting the pre-qualification criterion.
- 2. Bidders marked/considered by Director of Technical Education (DTE) to be ineligible to participate for non- satisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.
- 3. Bidder debarred/ blacklisted by any Central or State Govt. / Quasi Govt. Departments or organizations as on bid calling date for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.
- 4. Breach of general or specific instructions for bidding, general and special conditions of contract with Director of Technical Education (DTE) or any of its user organizations may make a firm ineligible to participate in bidding process.

## F.3. Bid forms

- 1. Wherever a specific form is prescribed in the bid document, the bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information.
- 2. For all other cases the bidder shall design a form to hold the required information.

## F.4. Cost of bidding

- 1. The bidder shall bear all costs associated with the preparation and submission of its bid, and Director of Technical Education (DTE) will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.
- 2. Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in the rejection of its bid.

## F.5. Clarification of bidding documents

- 1. A prospective vendor requiring any clarification of the bidding documents may notify to Director of Technical Education (DTE) contact person. Written copies / e-mail of the Director of Technical Education (DTE) response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.
- 2. The concerned person will respond to any request for clarification of bidding documents which it receives no later than bid clarification date mentioned in the notice prior to deadline for submission of bids prescribed in the tender notice. No clarification from any bidder shall be entertained after the close of date and time for seeking clarification mentioned in tender call notice. It is further clarified that Director of Technical Education (DTE) shall not entertain any correspondence regarding delay or non-receipt of clarification from Director of Technical Education (DTE).

## F.6. Amendment of bidding documents

- 1. At any time prior to the deadline for submission of bids, Director of Technical Education (DTE), for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bidding documents by amendment.
- 2. All prospective bidders those who have received the bidding documents will be notified of the amendment and such modification will be binding on all bidders.
- 3. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Director of Technical Education (DTE), at its discretion, may extend the deadline for the submission of bids.

## F.7. Period of validity of bids

- 1. Bids shall remain valid for the days or duration specified in the bid document, after the date of bid opening prescribed by Director of Technical Education (DTE). A bid valid for a shorter period shall be rejected as non-responsive.
- 2. In exceptional circumstances, the Director of Technical Education (DTE) may solicit the bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security shall also be suitably extended. A bidder granting the request will not be permitted to modify its bid.

## F.8. Submission of bids

The bidders shall submit all the bids i.e., Pre-Qualification, Technical and Financial Bids on e-Procurement website only.

## F.9. Deadline for submission of bids

- 1. Bids must be submitted on e-procurement website before the bid closing date and time specified in the tender call notice.
- 2. The Director of Technical Education (DTE) may, at its discretion, extend this deadline for the submission of bids by amending the tender call, in which case all rights and obligations of the Director of Technical Education (DTE) and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

### F.10. Late bids

Any bid not submitted through online, before bid closing time will be rejected.

## F.11. Modification and withdrawal of bids

- 1. No bid can be modified subsequent to the deadline for submission of bids.
- 2. No bid can be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity. Withdrawal of a bid during this interval will result in the forfeiture of its bid security (EMD).

## F.12. General Business information:

The bidder shall furnish general business information to facilitate assessment of its professional, technical and commercial capacity and reputation.

## F.13. Preparation of Pre-qualification bid:

It shall contain of the following parts:

- 1. General business information
- 2. Turnover details
- 3. Major clients' details
- 4. Service center details
- 5. Bid security (EMD)
- 6. Any other relevant information

## F.14. Preparation of Technical bid:

It shall consist of the following parts.

- 1. Technical documentation confirmation to technical specifications etc.
- 2. Plan for in lab proof of concept, if required in tender call.
- 3. Plan for field demonstration if required in tender call
- 4. Detailed technical documentation, reference to various industry standards to which the goods and services included in vendor's offer conform, and other literature concerning the proposed solution. In particular, the vendors should identify areas in which their solution conforms to open standards and areas that are proprietary in

nature. Justification about proprietary components in terms of functionality and performance should be given.

- 5. A statement about appropriateness of the product design and solution plan for operating conditions in India, including physical, infrastructure and human factors.
- 6. In the case of a bidder offering to supply goods under the contract which the bidder did not manufacture or otherwise produce, the bidder has been duly authorized by the good's manufacturer or producer to supply the goods in India.
- 7. A statement of the serviceable life of goods and services offered by the firm. Available sources of maintenance and technical support during the serviceable life. Available sources of spare parts, special tools, etc. necessary for the proper and continuing functioning of the goods and services, for the serviceable life.

## F.15. Preparation of financial bid:

The financial bid should provide cost calculations corresponding to each component of the project.

## 1. Bid prices

- a. The bidder shall indicate the unit prices (where applicable) and the total bid price of the goods/services it proposes to supply under the contract.
- b. The bidder shall indicate Basic Prices and taxes, duties etc. (if required) in the form prescribed.
- c. Bidder's separation of price components will be solely for the purpose of facilitating the comparison of bids by Director of Technical Education (DTE) and will not in any way limit the purchaser's right to contract on any of the terms offered.
- d. Prices quoted by the bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account unless otherwise specified in the tender call. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- e. The prices quoted shall be on FOR destination basis as per Section-D, and also shall include:
  - (a) Transit Insurance.

- (b) The prices quoted shall be inclusive of GST taxes
- (c) Prices shall be quoted in Indian rupees.

## Reverse auction:

Tender-cum-reverse auctioning (or) Reverse tendering process is applicable.

## F.16. Acceptance of Director of Technical Education (DTE) Payment Terms:

The standard payment terms shall be 100% of all inclusive price of the materials will be paid on receipt and acceptance of the material in good condition, installation and commissioning of the equipment supplied at site and after furnishing of Bank Guarantee for 10% value of the contract covering the guarantee period subject to penal provisions applicable in case of delay in supply and commissioning as per the condition G.2.8 of Section-G.

## F.17. Cost Compensation for Deviation:

Deviations specifically declared by the bidders in respective Deviation Schedules of Bid Proposal Sheets only will be taken into account for the purpose of evaluation. The bidders are required to declare the prices for the withdrawal of the deviations declared by them in the Deviation Schedules. Such prices declared by the bidders for the withdrawal of the deviations in the Deviation Schedule shall be added to the bid prices to compensate for these deviations. In case prices for the withdrawal of deviations are not furnished, the tenderer shall convert such deviations into a rupee value and add to the bid price to compensate for these. In determining the Rupee Value of the deviations, the tenderer will use parameters consistent with those specified in the specifications and documents and/ or other information as necessary and available with Director of Technical Education (DTE). In case the bidder refuses to withdraw the deviations at the cost of withdrawal indicated by the bidder in the deviation schedule, the EMD of bidder shall be forfeited. Bidder may note that deviation variations and additional conditions etc. found elsewhere in the bid other than those stated in the Deviation schedules, save those pertaining to any rebates, shall not be given effect to in evaluation and it will be assumed that the bidder complies with all the conditions of Bidding Documents. In case bidder refuses to withdraw, without any cost to Director of Technical Education (DTE), those deviations, which the bidder did not state in the Deviation Schedules, the EMD of the bidder may be forfeited.

Offers should strictly be in conformity with specifications/ drawings / samples as Stipulated in the enquiry. In case no deviations are

indicated, it shall be taken for granted that item (s) has / have been offered strictly as per the requirements given in the enquiry.

## F.18. Delivery

## 1. Delivery Schedule

The Supply, Installation, and Commissioning of the material: The bidder shall offer his best, realistic and firm delivery, which shall be specific and guaranteed. Delivery period shall be reckoned from the date of P.O. whichever is the first intimation of acceptance of bidder's offer. Final date of delivery shall be evidenced by date of dispatch of materials as per transporter's Lorry Receipt/ Goods Receipt/ RR/ PWB/ AWB. In case stage inspection or pre- dispatch inspection is involved, the bidder shall take into account 15 days notice to Director of Technical Education (DTE) to depute Inspection Engineer. In view of this, delivery time shall be inclusive of time taken for inspection. For delivery beyond contractual delivery period, provisions of 'General Purchase Conditions' shall apply.

## 2. Early Delivery:

It shall be noted that if an order is placed on higher bidder, in preference to lowest acceptable offer, in consideration of an earlier delivery, the bidder shall be liable to the Director of Technical Education (DTE), the difference between the ordered rate (s) and the rate (s) quoted by the lowest acceptable bid in case the tenderer fails to complete the supply in terms of such order within the date (s) of delivery specified in the tender and incorporated in the order. This is without prejudice to other rights of the Director of Technical Education (DTE) under terms of order.

- **F.19.** It is not binding on Director of Technical Education (DTE) to accept the lowest or any bid. The Director of Technical Education (DTE) reserves the right to place orders for individual items with different bidders and to revise the quantities at the time of placing the order. The quoted rates, terms and conditions shall apply. The order for the materials may also be split up between different bidders to facilitate quick delivery of critically required materials. Director of Technical Education (DTE) further reserves the right to accept or reject any/ all bids without assigning any reason thereof.
- **F.20.** Director of Technical Education (DTE) at its sole discretion unilaterally may change the quantities to the extent of  $\pm$  25% as indicated in tender enquiry. The successful bidder shall be bound to supply these quantities on the same rate and terms and conditions.
- **F.21.** Tenderers are requested to fill in the enclosed proforma with regard to deviations / variations (Section-H) and submit the same along with their offer.
- **F.22.** Orders placed against this tender enquiry shall be subject to 'General Purchase Conditions' of Director of Technical Education (DTE), a copy of which is

enclosed. Bidders are requested to confirm acceptance of these conditions in to in their offer.

**F.23.** Make/Brand of items offered shall be specified failing which offers are liable to be rejected. It shall be appreciated if one copy of detailed descriptive literature/pamphlets is enclosed along with the offer which may help technical evaluation.

**F.24.** In case material offered is ISI marked/tested at any Govt. recognized test house; copies of relevant certificates shall be furnished along with the offer.

## SECTION-G GENERAL PURCHASE CONDITIONS

## G.1. GENERAL:

**G.1.1.** The following terms and expressions used herein shall have the meaning as indicated therein:

**Supplier/ Vendors:** shall mean the individual firm or company whether incorporated or otherwise in whose name the purchase order is addressed and shall include its permitted assigns and successors.

**Purchaser:** shall mean Department of Technical Education (DTE), A.P., under Skills Development and Training Department, Govt. of Andhra Pradesh.

## Reference:

The purchase order number must appear on all the correspondence, packing slips, invoices, drawings or any other document or paper connected with the purchase order.

## Waiver:

Any waiver by the purchaser of any breach of the terms and conditions of the purchase order shall not constitute any right for subsequent waiver of any other terms or conditions.

## G.1.2 Sub-letting and Assignment:

The supplier shall not, save with prior consent in writing of the Director of Technical Education (DTE), sublet, transfer or assign this order or any part thereof or interest therein or benefit or advantage thereof in any manner, whatsoever provided nevertheless that any such consent shall not relieve the supplier from any obligation, duty or responsibilities under the contract.

## G.1.3 Information Provided by the Director of Technical Education (DTE):

All drawings, data and documentation that are given to the supplier by the Director of Technical Education (DTE) for the execution of the order are the property of the Director of Technical Education (DTE) and shall be returned when demanded. Except for the purpose of executing the order of the Director of Technical Education (DTE), supplier shall ensure that the above documents are not used for any other purpose. The supplier shall further ensure that the information given by the Director of Technical Education (DTE) is not disclosed to any person, firm, body, corporate and/or authority and make every effort to keep the above information strictly confidential. All such information shall remain the absolute property of the Director of Technical Education (DTE).

## G.1.4. Manuals and drawings:

1. Before the goods and services are taken over by the user, the Vendor shall supply operation and maintenance manuals, (together with drawings of the goods and services where applicable).

- 2. The Vendor shall provide complete technical documentation of all the equipment and machinery
- 3. The manuals and drawings wherever applicable shall be in English or Telugu.
- 4. At least one set of the manuals should be supplied for each installation sites.
- 5. Unless and otherwise agreed, the goods and services shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the user.

## G.1.5. Supplier's Liability:

Supplier hereby accepts full responsibility and indemnifies the Director of Technical Education (DTE) and shall hold the Director of Technical Education (DTE) harmless from all acts of omission and commission on the part of the supplier, his agents, his subcontractors and employees in execution of the purchase order. The supplier also agrees to defend and hereby undertakes to indemnify the Director of Technical Education (DTE) and also hold it harmless from any and all claims for injury to or death of any and all persons including but not limited to employees and for damage to the property arising out of or in connection with the performance of the work under the purchase order.

## G.1.6. Transportation:

Transport of the goods to the project site(s)/Govt. Polytechnics shall be arranged by the vendor at his cost.

**G.1.7. Delivery & Installation Period**: The delivery and installation should be made within 90 days from the date of receipt of purchase order by the tenderer.

## G.1.8. Warranty:

a) The Vendor warrants that the goods and services supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The Vendor further warrants that all goods and services supplied under this contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Vendor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

- b) All items supplied by the tenderer shall be guaranteed against any defects and the tenderer should provide time-to-time operational maintenance support for a period of 2 years (On Site comprehensive Warranty). Necessary guarantee certificates shall accompany the supplies. The tenderer shall be liable to rectify any defects that may be found in the equipment supplied free of cost. The lab equipment should be calibrated and should carry out servicing for every six months during the warranty period. The warranty period will start 30 days from the date of delivery or from the date of installation of items whichever is earlier.
- c) The user shall promptly notify the Vendor in writing of any claims arising under this warranty.
- d) Upon receipt of such notice, the Vendor shall, within the period specified in general conditions and with all reasonable speed, repair or replace the defective goods and services or parts thereof, without costs to the user.
- e) If the Vendor, having been notified, fails to remedy the defect(s) within a reasonable period, the Director of Technical Education (DTE) /user may proceed to take such remedial action as may be necessary, at the vendor's risk and expense and without prejudice to any other rights which the Director of Technical Education (DTE)/ user may have against the Vendor under the contract.

## G.1.9. Installation:

The installation should be done as per the Section-D enclosed, free of cost. Commissioning of supplied equipment includes Training of identified Staff by the Department on the supplied equipment at each Government Polytechnic by the supplier free of cost. (Trainees expenses will be met by the Department)

## G.1.10. Resolution Time:

The response time of the tenderer to resolve any complaint upon receipt of the complaint/information from the user should not be more than 3 days.

## G.1.11. Maintenance service during the period of warranty:

a) Free maintenance services including spares shall be provided by the vendor during the period of warranty. User, at its discretion may ask the vendor to provide maintenance services after warranty period, i.e. Annual maintenance and repairs of the system at the rates indicated by bidder in its proposal and on being asked so, the vendor shall provide the same. The cost of

- annual maintenance and repairs cost (after warranty period), which will include cost of spares replaced, shall be paid in equal quarterly installments at the end of each quarter.
- b) The maximum response time for maintenance complaint from any of the destination (i.e. time required for supplier's maintenance engineers to report to the installations after a request call/telegram is made or letter is written) shall not exceed 48 hours.
- c) The vendor will accomplish preventive and breakdown maintenance activities to ensure that all hardware, and firmware execute without defect or interruption for at least required up time.
- d) For all items, any delay beyond permissible down time i.e., beyond 48 Hrs. In case next day/s is Public Holiday/s the down Time will be calculated excluding public Holiday/s, the penalty of Rs.1000/-will be levied for each day or part there of subject to a maximum of total equipment cost.
- e) The amount of penalty if any, will be recovered at source from the performance guarantee during the warranty or from annual maintenance charges payable as the case may be.

## G.1.12. Spare parts

- 1. The Vendor may be required to provide any or all of the materials, notifications and information pertaining to spare parts manufactured or distributed by the Vendor.
- 2. Such spare parts as the Director of Technical Education (DTE) may elect to purchase from the Vendor, provided that this election shall not relieve the Vendor of any warranty obligations under the contract and
- 3. In the event of termination of production of the spare parts, an advance notification to the Director of Technical Education (DTE) of the pending termination, in sufficient time to permit the Director of Technical Education (DTE) to procure needed requirements and
- 4. The Vendor shall ensure availability of spares in stock at his nearest service centre for immediate delivery such spare parts as: (a) are necessary for a minimum of 7 years of operation after installation at the Purchaser's sites (b) are necessary to comply with specifications.

## G.1.13. Change orders:

Director of Technical Education (DTE) may, at any time, by written order given to the Vendor, make changes within the general scope of the Contract in any one or more of the following:

- 1. Drawing, designs, or specifications, where Goods to be supplied under the Contract are to be specifically manufactured for the Director of Technical Education (DTE);
- 2. The method of shipment or packing;
- 3. The place of delivery and/or the services to be provided by the Vendor.
- 4. If any such change causes an increase or decrease in the cost of, or the time required for, the vendor's performance of any provisions under the contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended.
- 5. Any claims by the Vendor for adjustment under this clause must be asserted within thirty (30) days from the date of the Vendor's receipt of the change order.

## G.1.14. Subcontracts:

The Vendor shall notify the Director of Technical Education (DTE) in writing of all subcontracts awarded under this contract if not already specified in the bidder's proposal. Such notification, in the original bid or later, shall not relieve the Vendor from any liability or obligation under the contract. Subcontract shall be only for bought-out items and sub-assemblies

## G.1.15. Access to supplier's Premises:

The Director of Technical Education (DTE) and / or its authorized representative shall be provided access to the supplier's and / or his sub-contractor's premises, at any time during the pendency of the purchase order, for expediting the supplies, inspection, checking etc.

## G.1.16. Addition/ Alterations/ Modifications:

The Director of Technical Education (DTE) reserves the right to make additions/alterations/ modifications to the number of participants to be trained after issue of work order to the successful Tenderer. The Firm should train such participants also at the same rate as originally agreed to and incorporated in the work order to be placed on the successful Tenderer.

## G.1.17. Modifications:

This purchase order constitutes an entire agreement between the parties hereto. Any modification to this order shall become binding only upon the same being confirmed in writing duly signed by both the parties.

## G.1.18. Inspection/checking/testing:

All materials/ equipment to be supplied against this purchase order shall be subject to inspection/ checking/ testing by the Director of Technical Education (DTE) or its authorized representative at all stages and places, before, during and after the manufacture. All these tests shall be carried out in the presence of authorized representative of the Director of Technical Education (DTE). Supplier shall notify the Director of Technical Education (DTE) for inspection of materials/ equipment when they are ready, giving at least 15 days' notice. If upon receipt at our Stores, the material/equipment does not meet the specifications, they shall be rejected and returned to the supplier for repair/modification etc. or for replacement. In such cases all expenses including to- and- fro freight, re-packing charges, transit insurance etc shall be to the account of supplier.

Inspection by the authorized representative of the Director of Technical Education (DTE) or failure of the Director of Technical Education (DTE) to inspect the material/equipment shall not relieve the supplier of any responsibility or liability under this purchase order in respect of such material/ equipment and it shall not be interpreted in any way to imply acceptance thereof by the Director of Technical Education (DTE). Whenever specifically asked for by the Director of (DTE), Education the supplier Technical shall arrange inspection/testing by team nominated by Director of Technical Education (DTE) or any other Government Agencies. In such cases supplier shall adhere to the inspection/ testing procedures laid down by such agencies. All expenses in this regard inspection fees shall be to the suppliers account unless agreed to the contrary and specified in the purchase order.

## G.1.19. Packing and Marking:

All materials/equipment shall be securely packed to the requirements of transportation by Rail/ Road/ Sea. All exposed services/connections/, protrusions shall be properly protected. All unexposed part shall be packed with due care and the packages should bear the words' handle with care'. The packing requirements of Rail/ Road transport shall be complied with so as to obtain clear Railway Receipt/ Lorry Receipt i.e. without any qualifying remarks.

All packages and unpacked materials shall be marked with the name of Consignor, Consignee, Purchase order No., gross and Net weight, sign of handling, if any, with indelible paint in English at least at two places. In case of bundles, metallic plates marked with the above details shall be tagged to such bundles.

## G.1.20. Dispatch of Materials:

The supplier is responsible for the safe delivery of the goods in good condition at destination stores. The supplier should acquaint himself of the conditions relating to handling and transport of the goods to destination and shall include and provide for security and protective packing of the goods so as to avoid damage in transit.

## G.1.21. Jurisdiction:

All and any disputes or difference arising out of or touching this order shall be decided only by the Hon'ble High Court of Andhra Pradesh State.

## G.1.22. Validity of offers:

The offers shall be valid for a **period of 180 days from the date of opening of price bids**. The period of validity cannot be counted from any other date other than the date of opening the bids. During this period the tenderer shall not be permitted to withdraw or vary his offer made and if the tenderer does so, **the EMD shall be forfeited.** 

## G.1.23. Licensing considerations

The equipment/software mentioned in the Schedules of Requirement will be used throughout Andhra Pradesh or user's sites even outside Andhra Pradesh.

## G.1.24. Protection against damages- site conditions:

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

- 1. be prone to damage during power failures and trip outs. The normal voltage and frequency conditions available at site are as under:
  - Voltage 230 Volts
  - Frequency 50Hz.
- 2. However, locations may suffer from low voltage conditions with voltage dropping to as low as 160 volts and high voltage conditions with voltage going as high as 220 + 20% volts. Frequency could drop to 50Hz + 2%. The ambient temperature may vary from 10 °C to 48 °C. T1 Year Comprehensive warranty from date of date of delivery at our office.he relative humidity may range in between 5% to 95%.

The goods supplied under the contract should provide protection against damage under above conditions.

## G.1.25. Fail-safe procedure:

The vendor should indicate in detail fail-safe procedure(s) for the following:

- 1. Power failure
- 2. Voltage variation
- 3. Frequency variation
- 4. Temperature and humidity variations.

## G.1.26. Training:

For each equipment, hardware and software component installed, the Vendor may be required to train the designated Director of Technical Education (DTE) and user personnel to enable them to effectively operate the total system. The training, if required, shall be given at the locations specified. The training schedule will be agreed to by both parties during the performance of the Contract.

## G.1.27. Site Preparation and Installation:

The Purchaser is solely responsible for the construction of the installation sites except where it is specifically required under bid document. The bidder will designate to perform a site inspection to verify the appropriateness of the sites before the installation of every hardware related item.

## G.2. FINANCIAL:

## G.2.1. Bid Processing Fee:

Tenders shall be accepted only from those who have purchased the Bid Document. A complete set of bidding documents to be purchased by interested bidders from DTE upon payment of the bid processing fee for an amount Rs.10,000/- which is non-refundable. The payment should be made through Payment gateway provided in the e-Procurement system only to the following account in favor of "Director of Technical Education, A.P.," payable at Vijayawada. DDs will not be accepted.

a. Bank A/c. No. : 38088032927 b. IFSC Code : SBIN0016857 c. MICR Code : 520002046

d. Bank Name : STATE BANK OF INDIA e. Branch : MG Road, Vijayawada

## G.2.2. Transaction fee:

All the participating bidders who submit the bids have to pay.

- a) An amount@ 0.03% (plus GST) of their final bid value online with a cap of Rs. 10,000/- for quoted value of purchase up to Rs.50.00 Crore (or)
- b) An amount of Rs.25,000/- if the purchase value is above Rs.50.00 crores plus GST applicable on transaction fee through online in favor of MD, APTS. The amount payable to APTS is non-refundable.

## G.2.3. Bid security i.e. Earnest Money Deposit (EMD)

- 1) The bid security/EMD is required by DTE to a) Assure bidder's continued interest till award of contract and b) Conduct in accordance with bid conditions during the bid evaluation process.
- 2) The bidder shall furnish, as part of its bid, a bid security/EMD for an amount 2.5% on schedule wise quoted cost during Bid submission for proper fulfillment of the terms and conditions of the contract and full execution of supplies thereof.
- 3) The bid security/EMD amount drawn in favor of "Director of Technical Education, A.P.," payable at Vijayawada and the payment should be made through Payment gateway provided in the e-Procurement system only to the following account. DDs will not be accepted.

a. Bank A/c. No. : 38088032927b. IFSC Code : SBIN0016857c. MICR Code : 520002046

d. Bank Name : STATE BANK OF INDIA e. Branch : MG Road, Vijayawada

- 4) Unsuccessful bidder's bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by DTE.
- 5) The successful bidder's bid security will be discharged upon the bidder signing the contract, and furnishing the performance security.

## G.2.4. The EMD shall be forfeited, if

- i) Bidder withdraws the bid before expiry of its validity.
- ii) Successful bidder does not accept the order or fails to enter into a contract within validity period of offer.
- iii) Successful bidder fails to furnish Security Deposit within one month from the date of issue of P.O

iv) The EMD of unsuccessful bidders shall be returned as soon as the tenders are finalized.

## G.2.5. Security Deposit (SD)

- 1. The successful bidder shall furnish within 15 days from the date of issue of Purchase Order (if the value of order is above Rs. 1,00,000) security deposit equal to 2.5% of value of purchase order for proper fulfilment of the terms and conditions of the contract and full execution of supplies thereof. The amount of security shall be forfeited to the extent of financial loss suffered by the DTE, if the supplier fails to execute the order and fulfil its terms and conditions.
- 2. Security deposit shall be furnished in the form of BG or through online payment only on any scheduled bank, payable to DTE. In case of BG, it shall be in the proforma at section-J. The payment should be made through Payment gateway provided in the e-Procurement system only to the following account. DDs will not be accepted.

a. Bank A/c. No. : 38088032927 b. IFSC Code : SBIN0016857 c. MICR Code : 520002046

d. Bank Name : STATE BANK OF INDIA e. Branch : MG Road, Vijayawada

3. Security deposit shall be returned to the supplier as soon as order is fully executed, and supplier has met all contractual obligations and there is nothing outstanding either against this purchase order or any other purchase order placed by the DTE on the supplier.

## G.2.6. Performance Bank Guarantee:

The supplier shall ensure that all equipment under this purchase order shall conform to DTE's requirements and specifications. An additional security in the form of Performance Bank Guarantee is essential for satisfactory performance of the equipment over a period of time. In view of this, the supplier shall be required to furnish a Bank Guarantee (10% of order value) as follows against any manufacturing defects/ poor workmanship/poor performance. In case any deficiencies are found during this period, the same shall be repaired/rectified/replaced free of cost. BG shall be from any Scheduled Bank or any other bank as approved by DTE from time to time in the prescribed Performa.

- a. Bank Guarantee for 5% of the order value with validity up to 12 months from the date of supply of equipment.
- b. Bank Guarantee for another 5% of the order value with validity up to 24 months from the date of supply of equipment.

The DTE shall at its discretion have recourse to the said bank guarantee for recovery of any or all amount due from, the supplier in connection with the purchase order including of guarantee obligations. Checking/approval of supplier's drawings, inspection and acceptance of materials/equipment furnishing to effect shipment and/or work done by erection, installation and commissioning of the equipment by DTE or any other agency on behalf of the DTE shall not in way relieve the supplier from the responsibility for proper performance during the guarantee period.

## G.2.7. Terms of Payment:

Payments by the purchaser shall be made through online through Govt. CFMS only. Bank charges if any shall be borne by the supplier.

If the supplier has received any overpayments by mistake or if any amounts are due to the DTE from the supplier due to any other reasons and when it is not possible to recover such amount under the present purchase order, the DTE reserves the right to collect the same from any other amounts and/ or Bank Guarantee given by the supplier due to or with the DTE.

## G.2.8. Liquidated Damages/ Failure and Termination:

- a. In the event of any delay in the supply of material beyond the stipulated date of completion including any extension permitted in writing, the DTE reserves the right to recover from the supplier a sum equivalent to 0.5% of the value of delayed materials/equipment for each week of delay and part thereof subject to a maximum of 5% of the total value of the order.
- b. Alternatively, the DTE reserves the right to give the contract elsewhere at the sole risk and cost of the supplier and recover all such extra cost incurred by the DTE in procuring the materials from the other source.
- c. Alternatively, DTE may cancel the Purchase Order completely or partly without prejudice to its right under the alternatives mentioned above.
- d. In case of recourse to alternative 2.8.b and 2.8.c.. above, the DTE shall have the right to repurchase the materials which is readily

available in the market to meet the urgency requirements caused by supplier's failure to comply with the scheduled delivery period irrespective of the fact whether the material/ equipment is similar or not.

## G.2.9. Delivery Schedule:

Time is essence of this order and no delay shall be allowed in the delivery time mentioned in the purchase order.

## G.2.10. Insurance:

- 1. It is suggested that the goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery up to user site.
- 2. The insurance should be for replacement value from "Warehouse to warehouse (final destination)" on "All Risks" valid upto 3 months till completion of delivery, installation and commissioning.
- 3. Supplier shall arrange suitable insurance cover at his risk and cost.

## G.2.11. Removal of rejected goods and Replacement:

- a) If upon delivery, the material/equipment is found not in conformity with the specifications stipulated in the purchase order, whether inspected and approved earlier or otherwise, such material / equipment will be rejected by the DTE or his authorized representative. A notice to this effect shall be issued to the supplier, normally within 30 days from the date of receipt of materials at our Stores.
- b) Supplier shall arrange suitable replacement supplies and remove the rejected goods within 30 days from the date of notice failing which, the goods shall be dispatched to vendor by road transport on 'freight to pay basis' at supplier risk and cost.
- c) External damages or shortages that are prima-facie as a result of rough handling in transit or due to defective packing shall be intimated to the supplier within a period of one month of the receipt of the materials, spares etc. In case of internal defects, damages or shortages of any internal parts, which cannot ordinarily be detected on a superficial visual examination, though due to bad handling in transit or defective packing, it should be intimated within 3 months from the date of receipt of the material. In either case the damaged or defective materials should be replaced by the supplier free of cost.
- d) If no steps are taken within 15 days of receipt of intimation of defects or such other reasonable time as the DTE may deem proper to afford, the DTE may without prejudice to its other rights and remedies

- arrange for repairs/rectification of the defective materials or replace the entirely and recover the expenditure incurred on account these actions from the deposits such as EMD, SD and performance guarantees or other monies available with the DTE or by resorting to legal action.
- e) However, if any advance payment had been made by the DTE for the goods so rejected on technical ground, rejected materials shall be returned to supplier after receipt of suitable replacement supplies. If the supplier does not settle the rejection within a period of 60 days from the date of notification from stores, rejected goods shall be sent back to supplier at his risk and cost. The dispatch documents shall be negotiated through bank to recover the advance payment already made. Supplier shall make the payment to the bank and take possession of dispatch documents so as to collect the materials from the Road Carrier.

## G.2.12. Force Majeure:

- 1. The supplier shall not be liable for delay for reasons of Force Majeure such as Act of God, Act of War, Act of Public Enemy, Natural calamities, Fires, Floods, Frost, Strikes. Lockouts etc. Only those causes which have duration of more than 7 days shall be considered for force majeure.
- 2. The supplier shall within 10 days from the beginning of such delay notify the DTE in writing the cause of delay. The DTE shall verify the facts and grant such extension of time as facts justify.
- 3. No price variation shall be allowed during the period of force majeure and liquidated damages would not be levied for this period.
- 4. At the option of DTE, the order may be cancelled. Such cancellation, would be without any liability whatsoever on the part of the DTE. In event of such cancellation, supplier shall refund any amount advanced or paid to him by the DTE and deliver back any materials issued to him by the DTE and release facilities, if any provided by the DTE.

## SECTION-H:

## STATEMENT OF DEVIATIONS

## **Bidder's Name and Address**

То	
Department of Technical Education,	
Dear Sirs,	
Sub:- Supply of	_against enquiry
No dated ***	
We confirm that following are the only deviations are any exception to specifications and tender document mentioned subject supplies against enquiry No irrespective of what-so-ever has been stated to the contrary our offer. These deviations and variations are exhaustive deviations, the entire supplies shall be executed as per tender documents. Further, we agree those additional of found in our offer other than those stated below, save that rebates offered shall not be given effect to.	ts for the above which are y anywhere else of . Except for these specifications and conditions, if any,
SL.No. Description of Deviation Ref. of page, *Monetary Implications of the conditions of bid documents withdrawal	
	Rs. (in words)
*Note: Here the tender	er should indicate
the amount of money, if any, which he would, charge ext to the rates quoted by him) for withdrawal of his conditio accepting the condition as stipulated in tender document sheet of the same size and format if necessary).	ns/deviations and
Signature:	
Designation:	

#### SECTION-I

# GUIDE-LINES FOR SUBMISSION OF BANK GUARANTEE TOWARDS PERFORMANCE BANK GUARANTEE

The Bank Guarantee shall fulfill the following conditions failing which it shall not be considered valid:

- 1. Bank Guarantee shall be executed on non-judicial stamp paper of applicable value purchased in the name of bank.
- 2. Non-judicial stamp paper shall be used within 6 months from the date of purchase. Bank Guarantee executed on the stamp paper of more than 6 months old shall be treated as invalid.
- 3. The contents of the Bank Guarantee shall be as per our proforma (SECTION-J).

4.	The	Bank	Guarantee	should	be	executed	by	a	scheduled	bank	01
	banl	ks									
	viz										

- 5. The executor of Bank Guarantee (Bank Authority) should mention the Power of Attorney No. and date executed in his/her favour authorizing him/her to sign the document or produce the Photostat copy of Power of Attorney.
- 6. All conditions, corrections, deletion in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.
- 7. Each page of Bank Guarantee shall bear signature and seal of the Bank.
- 8. Two persons should sign as witnesses mentioning their full name and address.

# SECTION-J PROFORMA FOR PERFORMANCE BANK GUARANTEE

This agreement has to be executed on a Non-Judicial stamped paper worth Rs.100/-  $\,$ 

Whereas the here-in-after called (The Bidder) has submitted their bid datedfor the supply of
(Hereinafter called "the Bank") are bound unto Director/Director of Technical Education, A.P., Mangalagiri. Hereinafter called "the purchaser" in the sum of Rs
<ol> <li>THE CONDITIONS OF THIS OBLIGATION ARE:</li> <li>When the successful tenderer does not accept the order after issue of preliminary acceptance letter/letter of indent/purchase order.</li> </ol>
2. When the successful tenderer fails to furnish the security deposi within 30 days from the date of issue of preliminary acceptance letter of the letter of indent or Purchase Orde
3. When tender is disqualified for reasons outlined in
When tenderer alters his prices or withdraws his offer during the validity period.  We undertake to pay to the purchaser the above amount within one week upon receipt of its first written demand without the purchase having to substantiate his demand, without referring to the supplier and without questioning the right of DTE to make such demand or the propriety or legality of the demand provided that in its demand the purchaser will note that the amount claimed by it is due to it owing to any of the occurrence of the above mentioned conditions, specifying the occurred condition or conditions.
Notwithstanding any thing contained in the foregoing our liability unde this guarantee is restricted to Rs (Rupees
only). Our guarantee shall remain in force until Unless a claim within 3 months from that date, all your rights under this

guarantee shall b	e forfeited	and we	shall	be 1	elieved	and	discharge	d
from all liability th	ereafter.							
J								
We	Bank L	imited la	stly u	nder	take no	t to	revoke thi	s
guarantee during	its currenc	y except	with t	he p	revious	cons	ent of DT	E
in writing.								
Date the	Day	2024 fc	or		_ Bank	Ltd.,		
Signature: Designa	ation: Ad	ldress:	Seal:					

#### SECTION-K

## STANDARD PROCEDURE FOR OPENING AND EVALUATION OF BIDS

## K.1.Outline of bid evaluation procedure

- 1. The bid opening and evaluation process will be sequential in nature. Means that bidder must qualify a particular stage to be eligible for next stage. Immediately after the closing time, the DTE authorized/contact person shall open the Pre-qualification bids and list them for further evaluation.
- 2. If it is a manual tender- the Technical and financial bid covers shall be listed and put into a bag to be sealed according to DTE procedure. The sealed bag of technical and financial bids shall be in custody of a designated officer for opening after evaluation of Prequalification bids. Thereafter, Technical bids of qualified bidders will be opened, keeping financial bid in sealed bag. Finally, financial bids of those bidders will be opened who are short listed in technical evaluation.
- 3. In case of composite bid technical and financial bids combined together, first technical evaluation will be done followed by financial evaluation of only those bids, which have qualified in technical evaluation.
- 4. Any participating vendor may depute a representative to witness these processes.
- 5. The standard procedure, described here will stand appropriately modified, in view of special procedures of bid evaluation as mentioned in tender call or elsewhere in this bid document or DTE may deviate from these in specific circumstances if it feels that such deviation are unavoidable, or will improve speed of processing and consequent project execution.

## K.2. General Guidelines for bid opening and evaluation:

Bids will be in three parts (pre-qualification, technical and financial) or two parts (PQ & Technical bid together and financial) or composite bid (technical and financial bid together) as indicated in the tender call. For three part bids there will be three bid opening events, in two part bid there will be two bid opening events and in case of composite bids there will be only one bid opening event. Following guidelines will generally be followed by DTE officers at each such event. However, DTE may deviate from these in specific circumstances if it feels that

such deviation are unavoidable, or will improve speed of processing and consequent project execution.

## K.3 Opening of bids

Bids will be opened on the e-Procurement web site at the scheduled time & date.

- 1. The bidders names, bid modifications or withdrawals, discounts, and the presence or absence of requisite bid security and such other details as the DTE officer at his/her discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened.
- 2. Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

## K.4. Preliminary examination of Bids

- 1. Preliminary scrutiny will be made to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 2. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the vendor does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 3. DTE may waive any minor informality, nonconformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- 4. Prior to the detailed evaluation, DTE will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations.

5. If a bid is not substantially responsive, it will be rejected by the DTE and may not subsequently be made responsive by the bidder by correction of the nonconformity.

#### K.5. Clarification of bids

During evaluation of the bids, DTE may, at its discretion, ask the bidder for clarification of its bid.

Any Queries / representations should be submitted within 2 days from the date of publishing of the tender. DTE reserves the right to consider or not to consider the Queries received from the bidders.

## K.6. Evaluation of Pre - qualification bids

Pre – qualification bid documentation shall be evaluated in two substeps.

- 1. Firstly, the documentation furnished by the vendor will be examined prima facie to see if the technical skill base and financial capacity and other vendor attributes claimed therein are consistent with the needs of this project.
- 2. In the second step, DTE may ask vendor(s) for additional information, visit to vendors site and/or arrange discussions with their professional, technical faculties to verify claims made in technical bid documentation.

## K.7. Evaluation of Technical bids.

Technical bid documentation shall be evaluated in two sub-steps.

- 1. Firstly, the documentation furnished by the vendor will be examined prima facie to see if the offer made, technical skill base and financial capacity and other vendor attributes claimed therein are consistent with the needs of this project.
- 2. In the second step, DTE may ask vendor(s) for additional information, visit to vendors site and/or arrange discussions with their professional, technical faculties to verify claims made in technical bid documentation.

#### K.8. Field demonstration

DTE will identify a part or segment of the proposed project site. The concerned bidder, on demand, should be able to demonstrate functional requirements as described in the specifications.

#### K.9. Evaluation of Financial bids

Financial bids of those vendors who satisfy all phases of the prequalification and technical bid and corresponding to chosen technical bid choices will only be opened. All other financial bids will be ignored. DTE will assess the nature of financial offers and may pursue any or all of the options mentioned under financial bid DTE may at its discretion discuss with vendor(s) available at this stage to clarify contents of financial offer.

- 1. Bids will be evaluated Tender wise.
- 2. Evaluation of Financial Bids will be including taxes.

## K.10. Evaluation and comparison of Financial bids

- 1. Evaluation of financial bids will exclude and not take into account any offer not asked for or not relevant to the present requirements of user.
- 2. Evaluation of financial bid will take into account, in addition to the basic bid price, one or more of the following factors
  - a. The projected costs for the entire contract period;
  - b. Past track record of bidder in supply/ services and
  - c. Any other specific criteria indicated in the tender call and/or in the specifications.
  - 3. Reverse tendering will be followed as per orders of Govt. of Andhra Pradesh

## K.11. Performance and productivity of the equipment

Bidders shall state the guaranteed performance or efficiency in response to the specifications.

## K.12. Contacting DTE

- 1. Bidder shall not approach DTE officers outside of office hours and / or outside DTE office premises, from the time of the tender call notice to the time the contract is awarded.
- 2. Any effort by a bidder to influence DTE officers in the decisions on bid evaluation, bid comparison or contract award may result in rejection of the bidder's offer and bidder may also be marked as ineligible for future bids. If the bidder wishes to bring additional information to the notice of the DTE, it should do so in writing.

## K.13. DTE' right to vary quantities at time of award

- 1. DTE reserves the right at the time of award to increase or decrease the quantity, as indicated in tender call, from the quantity of goods and services originally specified in the specification without any change in unit price or other terms and conditions.
- 2. DTE reserves the right to place the repeat orders at the quoted price, in addition to the Quantity for which bid has been called for. However, this condition will not create any right to the bidder to demand such repeat order. During the validity of the contract period thereof, the bidder should be ready to supply any no. of devices as requested.

## K.14. DTE' right to accept any bid and to reject any or all bids.

- 1. Any deviations in the formats may make the bid liable for rejection.
- 2. DTE reserves the right to modify / extend / cancel the tender at any point of time without giving any prior notice / any reasoning.

#### K.15. Notification of award

- 1. Prior to expiration of the period of bid validity, DTE will notify the successful bidder in writing, that its bid has been accepted.
- 2. Upon the successful bidder's furnishing of performance security, DTE will promptly notify each unsuccessful bidder and will discharge its bid security.

## K.16. Performance security

- 1. On receipt of notification of award from the DTE, the successful bidder shall furnish the performance security in accordance with the conditions of contract, in the performance security form provided in the bidding documents or in another form acceptable to the DTE.
- 2. Failure of the successful bidder to sign the contract, proposed in this document and as may be modified, elaborated or amended through the award letter, shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the DTE may make the award to another bidder or call for new bids.

## K.17. Corrupt, fraudulent and unethical practices

- 1. **"Corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the process of contract execution and
- 2. **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to detriment of the purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.
- 3. **"Unethical practice"** means any activity on the part of bidder, which try to circumvent tender process in any way. Unsolicited offering of discounts, reduction in financial bid amount, upward revision of quality of goods etc after opening of first bid will be treated as unethical practice.
- 4. DTE will reject a proposal for award and also may debar the bidder for future tenders in DTE, if it determines that the bidder has engaged in corrupt, fraudulent or unethical practices in competing for, or in executing a contract.

## K.18. Negotiation

DTE reserves its right to negotiate with the lowest quoted bidder including technical specifications.

## Section-L

## PROFORMA -1

## Tender No.:

## **BIDDER TURNOVER DETAILS**

Financial Year	Turnover INR
2023-2024	
2022-2023	
2021-2022	

- 1. The Audited Balance Sheets for the last three financial years should be enclosed.
- 2. In case Audit is not done so far for the year 2022-2023, the provisional Balance sheets have to be submitted duly attested / certified by the certified Charted Accountant.

(Signature & seal of the Bidder)

## Tender No.:

Enclose - Legible copies of documents of work orders, service agreements in support of Firm's experience for the last three years.

S. No.	Item Description	Details	Reference to attached sheets, if any
1	ClientName, Address and		
1	Phone/Mobile		
2	Brief Project Details		
3	Period / Date of Contract and		
3	Tenure		
4	IT Infrastructure Details		
5	Total Value of the Contract		

[(Bidder Authorized) Signatory]

Name

Title

Signature

Date

Tender No	der No.	. :

Business Address:

UNDERTAKING REGARDING	CLEAN TRACK RECORD
-----------------------	--------------------

UNDERTAKING REGARDING CLEAN TRACK RECORD
То
Sir,  I have carefully gone through the terms & conditions contained in the Tender document. I hereby declare that my company / consortium partners has not been debarred / blacklisted as on Bid calling date by any State / Central Governments, Central & State Government Undertakings / Enterprises / Organisations and by any other Quasi Govt. Bodies / Organisations and any other Major Organisations in India for non-satisfactory past performance, corrupt, fraudulent or any other un-ethical business practices. Further, declaring that no cases pending against the firm / organisation either in Govt. (State or Union) or as mentioned above for involvement in cases for supply of sub-standard goods / material or track record of supply of inferior quality or no enquiries on past supplies are being conducted or underway.
I further certify that I am competent Officer in my company to make this declaration.
Yours faithfully,
(Signature of the Bidder)
Name:
Designation:
Seal:
Date:

## Tender No.:

## **Details of Service Centers in Andhra Pradesh**

S.No	District	Full Address of service center (Contact person with Phone No.)	No of Engineers Details
A	В	С	D
1			
2			
3			

Date & Place:	Signature of Bidder & Stamp
---------------	-----------------------------

#### Tender No.:

## **Manufacturer's Authorization**

The authorization should be in the nature of a letter, memorandum or certificate regularly granted by the manufacturer to its channel partners, authorized solution providers, system integrators, distributors, etc. or a specific letter issued for purposes of this bid.

Such communication should include statements / undertakings from the said manufacturer to the following effect:

- 1. Warranty coverage in respect of the goods and services manufactured by the said manufacturer shall be honored by that manufacturer, their channel partners, distributors, and authorized service centers as the case may be.
- 2. The manufacturer updates the bidder and their technical personnel with relevant technical literature, training and skill transfer workshops etc. on a regular basis.
- 3. The manufacturer provides back to back technical support to the said bidder on a continuing basis.
- 4. The said bidder is authorized to provide service and solutions using hardware, firmware and / or software as the case may be.

Signature with Name, Designation, Phone No & e-mail ID.

Note: The MAF shall be submitted on Letter Head of the OEM.

## Tender No.:

## Profile of Bidder Firm /Agency

S. No.	Description	Details (to be filled by the Bidder)
1	Name of the Organization	
2	Official address	
3	Name, Designation and Address of the contact person to whom all references shall be made regarding the Tender.	
4	Phone No. and Fax No.	
5	Email address of contact person	
7	Web Site Address	
8	Details of Company's Registration (Please enclose attested copies of the documents)	
9	Name of Registration Authority	
10	Registration Number and Year of Registration	
11	GST registration No.	
13	Permanent Account Number (PAN)	
15	Company's Profitability for the last 3 financial years	
16	ISO Certifications	

We hereby declare that our proposal submitted in response to this Tender is made in good faith, and the information contained is true and correct to the best of our knowledge and belief

\*Supporting documents to be attached along with Company Registration certificate

Sincerely,

	officer cry,
[(Bidder Authorized) Signatory]	
Name: Title:	
Signature:	
Date:	
Place:	

## **BIDDER'S AUTHORIZATION CERTIFICATE**

To,
{Procuring entity},
,
<del>,</del>
I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} authorized to represent <company name=""> ,attend meetings &amp; submit technical &amp; commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.</company>
Thanking you,
[(Bidder Authorized) Signatory]
Name:
Title:
Signature:
Date:
Place:
iacc.

## Tender No.:

## Financial Bid Format Form

Sl.	Description	Make	Qty.	Unit Price	Total Price	Tax Amount	Total
No.		and	(No's)				price
		Model		(Rs.)	(Rs.)	(Rs.)	with
							taxes
							and
							duties
							etc. (Rs.)

Grand Total Price (Inclusive of all Taxes) (Rs.):

Date

Signature of Bidder & Stamp

## Note: -

- 1. The evaluation of Financial Bids will be including taxes.
- 2. The bidder should enter commercial details on e-Procurement portal only.
- 3. If the price bid/Cost sheet is attached along with PQ/TQ documents, their bid will be disqualified.
- 4. Payment will be made as per actual quantities.

## SECTION-M Check List of Documents Uploaded

# Tender No.:

Name of the Item	Documents Uploaded
EMD enclosed	-
1. Certificate of Registration of the Bidder	
2. Earlier supply and installed at least of same or higher quantity	
as mentioned in the schedule of quantity of items in any of the	
last 3 years to State/Central Govt. Organizations/ Colleges/NABL	
approved laboratories  3. List of customers, to whom the bidder had supplied, offered	
brand/items in the last three years.	
3. Enclose P.Os details and performance report.	
4. List of customers, to whom the bidder had supplied, offered	
brand/items in the past along with P.O details and performance	
report.	
Proof of Manufacturer or the OEM Authorized representative	
of equipment	
i. The Bidder is the Manufacturer or the OEM Authorized	
representative of other respective products/items.	
ii. The tenderer/bidding company should have a average annual	
financial turnover of Rs. 3.00 Crores for the last Three Financial	
Years, i.e., 2021-22, 2022-23 & 2023-24.	
iii. Letter of undertaking Not blacklisted by any State Government	
/ Central Government / PSU/Reputed Organization for any	
reason as on bid calling date.	
iv. If blacklisted a letter of undertaking.	
v. Section-B duly signed & office Seal affixed as a token of	
acceptance of Special Terms and Conditions.	
vi. Documents in support of Technical Specifications for Supply	
of equipment as mentioned in Section-E clearly mentioning the	
make and model.	
vii. Latest Income Tax returns.	
viii. The list of customers, to whom the bidder had supplied	
identical materials in the past along with P.O. details and	
performance report, if any.	
ix. Enclosed Section-H.	
x. Specifications of the quoted components/items as per Section - E	
xi. PAN	
xii. GSTIN Registration Certificate	