

**GOVERNMENT OF ANDHRA PRADESH**

O/o The Commissioner & Director of Municipal Administration,

Vaddeswaram, Mangalagiri

Pin Code: 522502

Telephone: 08645- 277727; E-mail: [cdma\\_ap@cdma.gov.in](mailto:cdma_ap@cdma.gov.in)

**NATIONAL COMPETITIVE BIDDING FOR**  
**SUPPLY& DELIVERY OF**  
**DESKTOP COMPUTERS & Printers to 123 ULBs & HOD in State of Andhra Pradesh.**  
**(Two-Envelope Bidding Process with AP e-Procurement)**

BID REFERENCE	:	File No.MAU02-11022/11/2022-2 K SEC- CDMA )
Start Date & time for Bid document download	:	04 /01/2023(03:00 PM)
Last Date and Time for submission of Bid document	:	27 /01/2023(05:00 PM)
Time and Date of Pre Bid Meeting	:	18/01/2023 (11:00 A.M)
Time and Date of Opening of Bids - Technical Part	:	30/01/2023 (4.00 PM)
Time and Date of Opening of Bids - financial Part	:	Will be intimated later
Time and Date of Reverse tendering	:	Will be intimated later
Officer Inviting Bids	:	The Commissioner & Director of Municipal Administration, Vaddeswaram village, Mangalagiri Code: 522502. Telephone: 08645- 277727; E-mail: <a href="mailto:cdma_ap@cdma.gov.in">cdma_ap@cdma.gov.in</a> .

**SECTION I: INVITATION FOR BIDS (IFB)**

**NATIONAL COMPETITIVE BIDDING FOR**  
SUPPLY & DELIVERY OF  
**DESKTOP COMPUTERS and LASER PRINTERS to 123 ULBs & HOD in State of**  
**Andhra Pradesh.**

**(Two-Envelope Bidding Process with e-Procurement)**

**INVITATION FOR BIDS (IFB)**

**E-Procurement Notice**

**Date: 4/01/2023 (3.00 PM)**

**IFB No. File No.MAUO2-11022/11/2022-2-K SEC- CDMA**

1. This Invitation For Bid follows the General Procurement Notice for this Project that appeared in Development Business on 21/09/2016.
2. The Commissioner & Director of Municipal Administration, Vaddeswaram village, Mangalagiri, Government of Andhra Pradesh invites online bids from eligible bidders for SUPPLY and Delivery of Desktop and Printers to 123 ULBs and HOD in AP STATE.
3. Bidding will be conducted through the National Competitive Bidding (NCB). The bidding is open to all eligible bidders as defined in the Govt. of AP's Procurement Guidelines.
4. Bidding documents are available online on <https://www.tender.apecprocurement.gov.in>

(a).Price of bidding document	: <b>Rs.10,000/- (non-refundable)</b>
(b).Date of commencement of bidding document	: <b>04 /01/2023 (3.00 PM)</b>
(c).Last date for submission of bids	: <b>27 /01/2023(05:00PM)</b>
(d) Date of Pre-bid meeting (online)	: <b>18 /01/2023 (11:00AM)</b>
e)Time and date of opening of Technical Bids	: Will be intimated later
f)Time and date for opening of financial Bids	: Will be intimated later

5. For submission of the bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities, authorized by Government of India for issuing DSC. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website <https://www.tender.apecprocurement.gov.in>
6. Bid security of the amount specified in the bidding document, drawn in favour of Commissioner& Director of Municipal Administration, Vaddeswaram village, Mangalagiri, must be submitted as per the procedure described in paragraph 8below. The Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid. Bids must be submitted online on <https://www.tender.apecprocurement.gov.in> on or before the date and time for receipt of bids, and the 'Technical Part' of bids will be opened online on the specified time and date for opening of bids, as given above. The "Financial Part" shall remain unopened in the e- procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date

of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids.

7. The bidders are required to submit (a) original bid security in approved form; (b) original affidavit regarding correctness of information furnished with bid document; and (c) written authority to commit bid to the Commissioner, Director of Municipal Administration, Vaddeswaram before the opening of the technical part of the Bid given above, either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.
8. A pre-bid meeting will be tentatively held on 18/01/2023 (11:00 AM). at the O/o Commissioner & Director of Municipal Administration, Vaddeswaram village, Mangalagiri, to clarify the issues and to answer questions on any matter that may be raised at that stage as stated in ITB Clause 7.1 of 'Instructions to Bidders' of the bidding document.

**Join Zoom Meeting**

**<https://zoom.us/j/97625876956?pwd=UTdYK3ZvRjBzeW1HTWtuajhOS2NNU>**  
**T09**

**Meeting ID: 976 2587 6956**

**Passcode: 500040**

9. Prospective Bidders, may also attend for pre-bid meeting at the above address, and may ask clarification on the Bidding Documents through official email [engineering.apufidc@gmail.com](mailto:engineering.apufidc@gmail.com), [pmu.resurvey@cdma.gov.in](mailto:pmu.resurvey@cdma.gov.in), of this office on or before 17-01-2023 5:00PM
10. Clarifications requested through any other mode or after said due date shall not be considered
11. Other details can be seen in the bidding document. Commissioner & Director of Municipal Administration, Vaddeswaram village, Mangalagiri shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, Commissioner & Director of Municipal Administration, Vaddeswaram village, Mangalagiri shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.

**Seal of Office & Address**

Office & Address: O/o Commissioner & Director of Municipal Administration,  
Vaddeswaram village, Mangalagiri.  
4<sup>th</sup> & 5<sup>th</sup> Floor, Prime Hill Crest, Vaddeswaram,

Guntur District.

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## **PART 1 – BIDDING PROCEDURES**



## SECTION I – INSTRUCTIONS TO BIDDERS [ITB]

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## Section I. Instructions to Bidders

### A. General

1.Scope of Bid	<p><b>1.1 The Purchaser indicated in the Bidding Data Sheet (BDS),</b> issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this National Competitive Bidding (NCB) procurement are <b>specified in the BDS.</b></p> <p><b>1.2</b> Throughout these Bidding Documents:</p> <ul style="list-style-type: none"> <li>a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex, including if <b>specified in the BDS</b>, distributed or received through the electronic-procurement system used by the Employer)with proof of receipt;</li> <li>b) if the context so requires, “singular” means “plural” and vice versa; and</li> <li>c) “day” means calendar day</li> </ul>
2.Source of Funds	<p>2.1 The funds are made available by the State Government of Andhra Pradesh. GoAP issued administrative approval to take up Re survey project in the entire state and procurement of equipment vide Memo.No.1901432 /M2/2022, dtd: 17-11-2022 of Spl. Chief secretary, MA&amp;UD dept., Govt.of AP.</p>
3.Corrupt & Fraudulent Practices	<p>3.1 The Government requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.</p> <p>3.2 In further pursuance of this policy, Bidders shall permit and shall cause its agents (whether declared or not), sub-contractors, sub- consultants, service providers or suppliers and to permit the Purchaser to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Purchaser.</p>
4. Eligible Bidders	<p>4.1 A Bidder may be a OEM or Subsidiary/ Authorized Distributor of the OEM in India who is registered under Indian Companies Act.</p> <p>4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest</p>

	<p>for the purpose of this bidding process, if the Bidder:</p> <ul style="list-style-type: none"> <li>a. directly or indirectly controls, is controlled by or is under common control with another Bidder; or</li> <li>b. receives or has received any direct or indirect subsidy from another Bidder; or</li> <li>c. has the same legal representative as another Bidder; or has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the <b>Purchaser</b> regarding this bidding process; or</li> <li>e. Participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or</li> <li>f. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods/equipment that are the subject of the bid; or</li> <li>g. any of its affiliates has been hired (or is proposed to be hired) by the <b>Purchaser</b> for the Contract implementation; or</li> <li>h. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any of its affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or</li> <li>i. has a close business or family relationship with a professional staff of the <b>Purchaser</b> (or of the project implementing agency) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract.</li> </ul> <p>4.3 In case of Bidder, who is an OEM outside India, Guidelines and instructions issued by Ministry of Finance Department of Expenditure Public Procurement Division, New Delhi vide F.No.6/18/2019-PRD. Dated 23-07-2020), requiring DPIIT Registration shall be applicable.</p>
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	<p>4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.6. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be.</p> <p>4.5 A Bidder shall not be under suspension from bidding by the <b>Purchaser</b> as the result of the operation of a Bid-Securing Declaration.</p> <p>4.6 Bidders may be ineligible if so indicated in Section V and as a matter of law or official regulations, the Government of India prohibits commercial relations with that country.</p> <p>4.7 A bidder shall provide such evidence of eligibility to the satisfaction of the <b>Purchaser</b>, as the <b>Purchaser</b> shall reasonably request.</p>
<b>5. Eligible Goods and Related Services</b>	<p>5.1 All the Goods and Related Services to be supplied under the Contract may have their origin in any country, in accordance with Section V, Eligible Countries (As per Guidelines and instructions issued by Ministry of Finance Department of Expenditure Public Procurement Division, New Delhi vide F.No.6/18/2019-PRD. Dated 23-07-2020, Requiring DPIIT Registration.)</p> <p>5.2 For purposes of this Clause, the term “goods” includes Commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, installation, and initial maintenance.</p> <p>5.3 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.</p>
<b>B. Contents of Bidding Document</b>	
<b>6. Sections of Bidding Documents</b>	<p>6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.</p>

	<p><b>PART 1 Bidding Procedures</b></p> <ul style="list-style-type: none"> <li>• Section I. Instructions to Bidders(ITB)</li> <li>• Section II. Bidding Data Sheet(BDS)</li> <li>• Section III. Evaluation and Qualification Criteria</li> <li>• Section IV. Bidding Forms</li> <li>• Section V. Eligible Countries</li> <li>• Section VI Corrupt and Fraudulent Practices</li> </ul> <p><b>PART 2 Supply Requirements</b></p> <ul style="list-style-type: none"> <li>• Section VII. Schedule of Requirements</li> </ul> <p><b>PART 3 Contract</b></p> <ul style="list-style-type: none"> <li>• Section VIII. General Conditions of Contract(GCC)</li> <li>• Section IX. Special Conditions of Contract(SCC)</li> <li>• Section X. Contract Forms</li> </ul> <p>6.2 The Invitation for Bids issued by the <b>Purchaser</b> is not part of the Bidding Document.</p> <p>6.3 Unless obtained directly from the <b>Purchaser</b>, the <b>Purchaser</b> is not responsible for the completeness of the document, responses to requests for clarification, minutes of pre-bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the <b>Purchaser</b> shall prevail.</p> <p>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents.</p>
<p><b>7. Clarification of Bidding Documents</b></p>	<p>7.1 The electronic bidding system <b>specified in the BDS</b> provides for online clarifications. A prospective Bidder requiring any clarification on the Bidding Documents may notify the <b>Purchaser</b> online. Clarifications requested through any other mode shall not be considered by the <b>Purchaser</b>. The <b>Purchaser</b> will respond to any request for clarification, provided that such request is received not later than fifteen (15) days prior to the deadline for submission of bids. Description of clarification sought and the response of the <b>Purchasers</b> shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the <b>Purchaser</b> deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 22.2. It is the bidder's responsibility to check on the procurement system, for any addendum/ amendment/ corrigendum to</p>

	the bidding document.
<b>8. Amendment of Bidding Documents</b>	<p>8.1 At any time prior to the deadline for submission of bids, the <b>Purchaser</b> may amend the Bidding Documents by issuing addendum. The addendum will appear on the e- procurement system under “Latest Corrigendum” and email notification is also automatically sent to those bidders who have started working on the tender or as <b>otherwise specified in BDS</b>.</p> <p>8.2 Any addendum thus issued shall be part of the Bidding Documents and shall be deemed to have been communicated to all the bidders.</p> <p>8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the <b>Purchaser</b> may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub- Clause 22.2</p>
<b>C. Preparation of Bids</b>	
<b>9. Cost of Bidding</b>	9.1 The Bidder shall be all costs associated with the preparation and submission of its bid, and the <b>Purchaser</b> shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process
<b>10. Language of Bid</b>	10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the <b>Purchaser</b> , shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English language, in which case, for purposes of interpretation of the Bid, such translation shall govern.
<b>11. Documents Comprising the Bid</b>	<p>11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.</p> <p>11.2 <b>The Technical Part</b> shall contain the following:</p> <ul style="list-style-type: none"> <li>(a) Letter of Bid – Technical Part, in accordance with ITB Clause 12;</li> <li>(b) Bid Security/EMD, in accordance with ITB Clause 19.1, if required;</li> <li>(c) Alternative bids – Technical Part, if permissible, in accordance with ITB 13, the Technical Part of any Alternative Bid; written confirmation authorizing the</li> </ul>

	<p>signatory of the Bid to commit the Bidder, in accordance with ITB Clause 20.2; documentary evidence in accordance with ITB Clause 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;</p> <ul style="list-style-type: none"> <li>(e) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;</li> <li>(f) documentary evidence in accordance with ITB Clause 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;</li> <li>(g) Joint Venture is not applicable</li> <li>(h) Manufacturer's authorization form; and</li> <li>(i) any other document <b>required in the BDS.</b></li> </ul> <p>11.3 The <b>Financial Part</b> shall contain the following:</p> <ul style="list-style-type: none"> <li>(a) Letter of Bid – Financial Part: prepared in accordance with ITB 12 and ITB14;</li> <li>(b) Price Schedules: completed prepared in accordance with ITB 12 and ITB14;</li> <li>(c) Alternative Bid - Financial Part; if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and</li> <li>(d) Any other document <b>required in the BDS.</b></li> </ul> <p>11.4 The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part, the Bid shall be declared non-responsive.</p> <p>11.5 The Bidder shall furnish in the Letter of Bid, information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.</p>
<p><b>12. Process of Bid Submission</b></p>	<p>12.1 The Letter of Bid – Technical Part, Letter of Bid – Financial Part and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.</p> <p>12.2 Entire Bid including the Letter of Bid and filled-up Price Schedules shall be submitted online on e-procurement system specified in ITB 7.1. Details and process of online submission of the tender and relevant documents</p>



	<p>are given in the website mentioned above. Scanned copies of documents listed in clauses 11 and 12.3 should also be uploaded on this website.</p> <p><b>12.3 Submission of Original Documents:</b> The bidders are required to separately submit (i) original demand drafts towards the cost of bid document and registration on e- procurement website (if not previously registered) (as per RFB); (ii) original bid security in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office <b>specified in the BDS</b>, before the opening of the technical part of the Bid, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid is not to be submitted.</p>
<b>13. Alternative Bids</b>	<p><b>13.1</b> Unless otherwise <b>specified in the BDS</b>, alternative bids shall not be considered.</p>
<b>14. Bid Prices and Discounts</b>	<p><b>14.1</b> The prices and discounts quoted by the Bidder in the Letter of Bid – Financial Part and in the Price Schedules shall conform to the requirements specified below.</p> <p><b>14.2</b> All lots (contracts) and items must be listed and priced separately in the Price Schedules.</p> <p><b>14.3</b> The price to be quoted in the Letter of Bid – Financial Part, in accordance with ITB 12.1, shall be the total price of the bid, excluding any discounts offered.</p> <p><b>14.4</b> The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid – Financial Part in accordance with ITB 12.1.</p> <p><b>14.5</b> Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, <b>unless otherwise specified in the BDS</b>. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.</p> <p><b>14.6</b> If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise <b>specified in the BDS</b>, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall</p>

	<p>specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are submitted and opened at the same time.</p> <p>14.7 The terms EXW and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, <b>as</b> The terms EXW and other similar terms shall be governed by the rules prescribed in the current edition of Inco terms, published by The International Chamber of Commerce, <b>as specified in the BDS.</b></p> <p>14.8 Prices shall be quoted as specified in the Price Schedule included in Section IV, Bidding Forms. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:</p> <p>(a) <b>For Goods:</b></p> <ul style="list-style-type: none"> <li>(i) the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex- showroom, or off- the-shelf, as applicable), excluding all duties, and GST and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;</li> <li>(ii) any GST and other taxes which will be payable in India on the Goods, if the contract is awarded to the Bidder; and</li> <li>(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) <b>specified in the BDS.</b></li> </ul> <p>(b) for the Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:</p> <ul style="list-style-type: none"> <li>i. the price of each item comprising the Related Services (exclusive of any applicable taxes).</li> </ul>
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	<p><b>14.9 Deemed Export Benefits</b></p> <p>Bidders may like to ascertain availability of tax/duty exemption benefits, if any. They are solely responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits for reasons what so ever, the Commissioner, Director of Municipal Administration, A.P., Mangalagiri, will not compensate the bidder.</p> <p>Where the bidder has quoted taking into account such benefits, it must give all information required for issue of necessary Certificates in terms of the Government of India's relevant Notification along with its bid as per form stipulated in Section IV Bidding Forms.</p> <p>If the Bidder has considered the Deemed Export Benefits in its bid, the Bidder shall confirm and certify that the <b>Purchaser</b> will not be required to undertake any responsibilities of the deemed export scheme or the benefits available during contract execution except issuing the required certificates. Bids which do not conform to this provision or any condition by the Bidder which makes the bid subject to availability of deemed export benefits or compensation on withdrawal of or any variations in the deemed export benefits scheme will make the bid non responsive and hence liable to rejection.</p>
<b>15. Currencies of Bid &amp; Payment</b>	15.1 The Bidder shall quote the Price in Indian Rupees only.
<b>16. Documents Establishing the Eligibility and conformity of the Goods and Related Services</b>	<p>16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.</p> <p>16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.</p> <p>16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII</p>

	<p>Schedule of Requirements.</p> <p>16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period <b>specified in the BDS</b> following commencement of the use of the goods by the <b>Purchaser</b>.</p> <p>16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the <b>Purchaser</b> in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the <b>Purchaser's</b> satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII Schedule of Requirements.</p>
<p><b>17. Documents Establishing the Eligibility &amp; Qualifications of the Bidder</b></p>	<p>17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part, included in Section IV, Bidding Forms.</p> <p>17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the <b>Purchaser's</b> satisfaction:</p> <ul style="list-style-type: none"> <li>a) that the Bidder meets each of the qualification criterion Criteria specified in Section III, Evaluation and Qualification;</li> <li>b) <ul style="list-style-type: none"> <li>i. that, if <b>required in the BDS</b>, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the <b>Purchaser's</b> Country.</li> <li>ii. Bidder can supply Desktop Computers and</li> <li>iii. Printers shall be responsible for complete integration as per terms &amp; conditions, in such cases. that if <b>required in the BDS</b>, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications;</li> </ul> </li> <li>c) Bids from Joint Ventures are not acceptable.</li> </ul>

<p><b>18. Period of Validity of Bids</b></p>	<p>18.1 Bids shall remain valid for the period <b>specified in the BDS</b> after the bid submission deadline date prescribed by the <b>Purchaser</b> in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the <b>Purchaser</b> as non-responsive.</p> <p>18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the <b>Purchaser</b> may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB Sub-Clause 18.3.</p> <p>18.3 If the award is delayed by a period exceeding <u>fifty-six (56) days</u> beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:</p> <ul style="list-style-type: none"> <li>i. In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor <b>specified in the BDS</b> for each week or part of the week that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful bidder.</li> <li>ii. In the case of adjustable price contracts, no adjustment shall be made.</li> <li>iii. In any case, bid evaluation shall be based on the bid Price without taking in to consideration the applicable correction from those indicated above.</li> </ul>
<p><b>19. Bid Security</b></p>	<p>19.1 The Bidder shall furnish as part of the Technical Part of its bid, a Bid Security, if required, as <b>specified in the BDS</b>.</p> <p>19.2 Not used.</p> <p>19.3 The Bid Security shall be in the amount <b>specified in the BDS</b> and denominated in Indian Rupees or a freely convertible currency, and shall:</p> <ul style="list-style-type: none"> <li>(a) at the bidder's option, be in the form of either a certified check, demand draft or a bank guarantee from a Nationalized /Scheduled Bank in India, or another security specified <b>in the BDS</b>;</li> <li>(b) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the <b>Purchaser</b> prior to bid submission;</li> <li>(c) be payable promptly upon written demand by</li> </ul>

	<p>the <b>Purchaser</b> in case the conditions listed in ITB Clause 19.7 are invoked;</p> <p>(d) be submitted in its original form; copies will not be accepted;</p> <p>(e) Remain valid for a period of 45 days beyond the original validity period of the bids, or beyond any period of extension of bid validity, if so requested under ITB Clause 18.2.</p> <p>19.4 If a Bid Security is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the <b>Purchaser</b> as non-responsive.</p> <p>19.5 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB Clause 44.</p> <p>19.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.</p> <p>(a) No claims shall be allowed against the <b>Purchaser</b> in respect of interest on Earnest Money Deposit or on Security Deposit or late payments.</p> <p>19.7 The Bid Security may be forfeited:</p> <p>a. if a Bidder.</p> <p>(i) withdraws its bid during the period of bid validity specified by the Bidder in the Letter of Bid (Technical Part and/or Financial Part), except as provided in ITB Sub-Clause 18.2; or</p> <p>(ii) does not accept the correction of errors in pursuant to ITB 35,</p> <p>b. if the successful Bidder fails to:</p> <p>(i) sign the Contract in accordance with ITB Clause 43; or</p> <p>(ii) Furnish a Performance Security in accordance with ITB Clause 44</p> <p>19.8 Not used.</p> <p>19.9 If a bid security is <b>not required in the BDS</b>, and</p>
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	<p>(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or does not accept the correction of errors pursuant to ITB 35; or</p> <p>(b) if the successful Bidder fails to sign the Contract in accordance with ITB 45; or furnish a performance security in accordance with ITB 46;</p> <p>(c) if the Service Consumer comes to a conclusion that a (prospective) bidder (including members of Joint Venture/contractor/supplier/consultant/service Provider, directly or through an agent, has violated this Code of Integrity in completing the contract.</p> <p>The <b>Purchaser</b> may, <b>if provided for in the BDS</b>, declare the Bidder ineligible to be awarded a contract by the <b>Purchaser</b> for a period of time <b>as stated in the BDS</b>.</p>
<b>20. Format and Signing of Bid</b>	<p>20.1 The Bidder shall prepare the Bid as per details given in ITB 21.</p> <p>20.2 The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall consist of a written confirmation <b>as specified in the BDS</b> and shall be uploaded along with the bid.</p> <p>20.3 Not used.</p> <p>20.4 Corrections if any in the bid can be carried out by editing the information before electronic submission on e-procurement portal.</p>
<b>D. Online Submission of Bids</b>	
<b>21. Preparation of Bids</b>	<p>21.1 Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS 7.1. Detailed guidelines for viewing bids and submission of online bids are given on the website. The Invitation for Bids under this Project is published on this website. Any citizen or prospective bidder can log on to this website and view the Invitation for Bids and can view the details of goods for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any authorized certifying agency of Government of India (for class of DSC specified in BDS). The bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website</p>

	<p>through the secured login by entering the password of the e-token &amp; the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid; otherwise the bid will be rejected.</p> <p>21.2 The completed bid comprising of documents indicated in ITB 12, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.</p> <p>21.3 All the documents are required to be signed digitally by the bidder. After electronic online bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.</p> <p>21.4 Physical, Email, Telex, Cable or Facsimile bids will be rejected as non-responsive.</p>
<b>22. Deadline for Submission of Bids</b>	<p><b>22.1</b> Bids must be uploaded online no later than the date and time specified in the BDS. The electronic bidding system would not allow any late submission of bids after due date &amp; time as per server time.</p> <p><b>22.2</b> The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.</p>
<b>23. Late Submission of Bids</b>	<p><b>23.1</b> The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 22. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.</p>
<b>24. Withdrawal, Substitution, and Modification of Bids</b>	<p><b>24.1</b> Bidders may modify their bids by using appropriate option for bid modification on the e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the</p>



	<p>modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re- submission of the bid is not allowed (or allowed if specified in BDS).</p> <p><b>24.2</b> Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall not be opened.</p> <p><b>24.3</b> No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid (Technical Part and/or Financial Part) or any extension thereof.</p>
<b>25. Public Opening of Technical Parts of Bids</b>	<p><b>E. Public opening of Technical Bids</b></p> <p>25.1 The Purchaser shall publicly open Technical Parts of all bids received by the deadline, at the date, time and place specified in the BDS, in the presence of Bidder's designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 12.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 12.3 will be declared non-responsive and will not be opened. Thereafter, bidder's names, and such other details as the Purchaser may consider appropriate will be notified online as Technical Part bid opening summary.</p> <p>In the event of the specified date of bid opening being declared a holiday for the <b>Purchaser</b>, the bids will be opened at the appointed time and location on the next working day.</p> <p>25.2 The electronic summary of the bid opening will be generated and uploaded online. The <b>Purchaser</b> will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids, alternative bids - Technical Parts if permitted in ITB 13 that are opened at Bid opening shall be considered further for evaluation.</p>
<b>26. Confidentiality</b>	<p>26.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until information on</p>

	<p>Contract Award is communicated to all Bidders in accordance with ITB 42.</p> <p>26.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.</p> <p>26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.</p>
<b>27. Clarification of Bid</b>	<p>27.1 To assist in the examination, evaluation, comparison of the bids and post-qualification of the Bidders, the <b>Purchaser</b> may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid, that is not in response to a request by the <b>Purchaser</b> shall not be considered. The <b>Purchaser's</b> request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the <b>Purchaser</b> in the Evaluation of the bids, in accordance with ITB Clause 35.</p> <p>27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the <b>Purchaser's</b> request for clarification, its bid may be rejected.</p>
<b>28. Deviations, Reservations, Omissions</b>	<p>28.1 During the evaluation of bids, the following definitions apply:</p> <ul style="list-style-type: none"> <li>(a) "Deviation" is a departure from the requirements specified in the Bidding Documents;</li> <li>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and</li> <li>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.</li> </ul>
<b>29. Nonconformities Errors and Omissions</b>	<p>29.1 Provided that a Bid is substantially responsive, the <b>Purchaser</b> may waive any non-conformities or omissions in the Bid which do not constitute a material deviation, reservation or omission.</p> <p>29.2 Provided that a Bid is substantially responsive, the <b>Purchaser</b> may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial</p>

	<p>nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p> <p><b>29.3</b> Provided that a Bid is substantially responsive, the <b>Purchaser</b> shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified <b>in the BDS</b>.</p>
<b>F. Evaluation of Technical Parts of Bids</b>	
<b>30. Evaluation of Technical Parts</b>	<p><b>30.1</b> In evaluating the Technical Parts of each Bid, the <b>Purchaser</b> shall use the criteria and methodologies listed in Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.</p>
<b>31. Determination of Responsiveness</b>	<p><b>31.1</b> The <b>Purchaser's</b> determination of a bid's responsiveness is to be based on the contents of the bid itself as defined in ITB11.</p> <p><b>31.2</b> A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <ul style="list-style-type: none"> <li>(a) If accepted, would <ul style="list-style-type: none"> <li>(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or</li> <li>(ii) limit in any substantial way, inconsistent with the Bidding Documents, the <b>Purchaser's</b> rights or the Bidder's obligations under the Contract; or</li> </ul> </li> <li>(b) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.</li> </ul> <p><b>31.3</b> Bids from Agents, without proper authorization from the manufacturer as per Section IV, shall be treated as non-responsive.</p> <p><b>31.4</b> The <b>Purchaser</b> shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.</p>

	<p><b>31.5</b> The <b>Purchaser</b> shall examine the bid to confirm that the Bidder has accepted all terms and conditions specified in GCC and the SCC without material deviations or reservations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 18), Warranty (GCC Clause 28), Force Majeure (Clause 32), Limitation of liability (GCC Clause 30), Governing law (GCC Clause 9) and Taxes &amp; Duties (GCC Clause 17) will be deemed to be a material deviation. The <b>Purchaser's</b> determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.</p> <p><b>31.6</b> If a Bid is not substantially responsive to the Bidding Documents, it shall be rejected by the <b>Purchaser</b> and may not subsequently be made responsive by the bidder by correction of the material deviation, reservation, or omission.</p>
<b>32. Qualification of the Bidders</b>	<p><b>32.1</b> The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria</p> <p><b>32.2</b> The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.</p> <p><b>32.3</b> If a Bidder does not meet the qualification criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Purchaser and may not subsequently be made responsive by the bidder by correction of the material deviation, reservation, or omission.</p> <p><b>32.4</b> Only bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria, shall have the Financial parts of their Bids opened at the second public opening.</p>
<b>33. Public Opening of Financial Parts</b>	<p><b>33.1</b> Following the completion of the evaluation of the Technical Parts of the Bids the <b>Purchaser</b> shall notify in writing those Bidders who have failed to meet the</p>

	<p>Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them of the following information</p> <ul style="list-style-type: none"> <li>(a) their Technical Part of Bid failed to meet the requirements of the bidding document;</li> <li>(b) their Financial Part of the Bid shall not be opened; and</li> </ul> <p><b>33.2</b> The <b>Purchaser</b> shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification Criteria, advising them of the following information:</p> <ul style="list-style-type: none"> <li>(a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;</li> <li>(b) their Financial Part of Bid will be opened at the public opening of Financial Parts;</li> <li>(c) Notify them of the date and time of the second public opening of the Financial Parts of the Bids, as <b>specified in the BDS</b>.</li> </ul> <p><b>33.3</b> The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, the total amount of each bid, including any discounts and Alternative Bid – Financial Part, and such other details as the <b>Purchaser</b> may consider appropriate will be notified online by the <b>Purchaser</b> at the time of bid opening.</p> <p>In the event of the specified date of bid opening being declared a holiday for the <b>Purchaser</b>, the bids will be opened at the appointed time and location on the next working day.</p> <p><b>33.4</b> The electronic summary of the bid opening will be generated and uploaded online. The <b>Purchaser</b> will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation.</p>
<b>34. Evaluation of</b>	<b>34.1</b> To evaluate the Financial Part of each Bid, the

<p><b>Financial Parts</b></p>	<p><b>Purchaser</b> shall consider the following:</p> <ul style="list-style-type: none"> <li>(a) evaluation will be done for Items or Lots (contracts), as specified <b>in the BDS</b>; and the Bid Price as quoted in accordance with ITB14;</li> <li>(b) Not used;</li> <li>(c) Deleted;</li> <li>(d) Not used;</li> <li>(e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 29.3; and</li> <li>(f) The additional evaluation factors specified in the BDS as per ITB 34.5 from amongst those set out in Section III, Evaluation and Qualification Criteria.</li> </ul> <p>34.2 Not Applicable.</p> <p>34.3 Deleted</p> <p>34.4 The <b>Purchaser's</b> evaluation of a Bid shall include (i) price quoted EXW excluding GST as applicable on the finished goods; (ii) other taxes, if any, payable on finished goods; (iii) price for inland transportation, insurance, and other local services required to convey the Goods to their Final Destination; and (iv) price for Related Services, if any.</p> <p>34.5 The <b>Purchaser's</b> evaluation of a Bid may require the consideration of other factors, in addition to the Bid price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified <b>in the BDS</b> from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.1(f).</p>
<p><b>35. Correction of Arithmetical Errors</b></p>	<p>35.1 The e-procurement system automatically calculates the total amount from unit rates and quantities and the system also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction.</p>

<b>36. Conversion to Single Currency</b>	36.1 Not applicable.
<b>37. Margin of Domestic Preference</b>	37.1 Not applicable.
<b>38. Comparison of Financial Parts</b>	38.1 The <b>Purchaser</b> shall compare the evaluated prices of all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 34.
<b>39. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids</b>	39.1 The <b>Purchaser</b> reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all document submitted and specifically, bid securities, shall be promptly returned to the Bidders.
<b>40. Complaints</b>	40.1 Any complaints/representation regarding tender will be entertained only after depositing of Rs.25,000/- in form of Demand Draft in the name of the <b>Purchaser</b> . Subsequently necessary action will be taken by <b>Purchaser</b> and decision of <b>Purchaser</b> will be binding upon the complainant. If the complaint turns out to be false or invalid the amount will be forfeited. The amount shall be refunded if after scrutiny the complaint is found to be true. No further complaint/representation from the same complainant for the same tender will be entertained. If the complaint or allegation made is found to be false or baseless and without any valid point, the tender inviting authority in its discretion, can prevent / blacklist / declare ineligible, such bidder from participating in its procurement process, either indefinitely or for a stated period of time
<b>41. Reverse Tendering</b>	41.1 In this contract Reverse Tendering is applicable as per norms and guidelines fixed by the Government of A.P as per G.O.Ms.No.67 (WR-R), dt.16-08-2019 & G.O.Ms.No.50 (WR-R) dt.15.10.2020.
<b>42. Award Criteria</b>	42.1 Subject to ITB 39.1, the <b>Purchaser</b> shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

<p><b>43. Purchaser's Right to Vary Quantities at the Time of Award</b></p>	<p>43.1 At the time of the Contract is awarded (or) after Award of the contract, the <b>Purchaser</b> reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages <b>specified in the BDS</b>, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.</p> <p>43.2 Purchaser reserve the right to split the quantity and award on two or more bidders as per the project requirement. The following norms would be adopted in case of spilt of quantity in the interest of the project and in time delivery of units:</p> <ul style="list-style-type: none"> <li>a. If the lowest quoting vendor is not in a position to provide entire delivery of services in time period as stipulated in List of Goods in Delivery Schedule under Section VII (1) scheduled of Requirement, would be split between the lowest (L1) and second lowest (L2) in Ratio of 60:40, at the rate &amp; terms applicable to L1 approved vendor, in following manner</li> <li>b. L1 may be awarded at least the percentage mentioned above or his spare supply capacity, whichever is lower</li> <li>c. For the rest of the contract quantity, the lowest rate accepted may be counter offered to the L2 party to supply rest quantity at the rate &amp; terms applicable to L1 approved vendor. On acceptance of the counter offer, the order will be placed to L2 for the remaining percentage. In case of non-acceptance of the counter offer by the L2 party, a similar offer may be made to L3 and L4, and so on.</li> </ul> <p><b>43.3</b></p> <ul style="list-style-type: none"> <li>i. If combined capacity of L1 and L2 are not sufficient to supply tendered quantity in time period as stipulated tender document, order may be splitted amongst the lowest (L1), second lowest (L2) and third lowest (L3) in the ratio of 50:30:20 at the rate &amp; terms applicable to L1 approved vendor, in following member</li> <li>ii. L1 may be awarded at least the percentage mentioned above orhis spare supply capacity, whichever is lower.</li> <li>iii. For the rest of the contract quantity, the lowest rate accepted may be counter offered to the L2 and L3 to supply rest quantity at the rate &amp; terms applicable to L1 approved vendor. On acceptance of the counter offer, the order may be placed to L2 and L3 for the</li> </ul>
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	<p>remaining percentage in ratio of "60:40" or to the spare supply capacity of L2 and rest, whichever is lower for L2. In case of non-acceptance of the counter offer by the L2 party, a similar offer may be made to L3 and L4, and so on.</p>
<p><b>44. Notification of Award Publication of Award Recourse to Unsuccessful Bidders</b></p>	<p>44.1 Prior to the expiration of the period of bid validity, the <b>Purchaser</b> shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter called "Letter of Acceptance") shall specify the sum that the <b>Purchaser</b> will pay in consideration of the supply of Goods (hereinafter called "the Contract Price").</p> <p>44.2 At the same time the <b>Purchaser</b> shall publish in a National website (<a href="https://www.tender.apecprocurement.gov.in">https://www.tender.apecprocurement.gov.in</a>)  or on the <b>Purchaser's</b> website with free access if available, or in the official gazette, the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the successful Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.</p> <p>44.3 The <b>Purchaser</b> shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests in writing the grounds on which its bid was not selected.</p> <p>44.4 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.</p> <p>44.5 Up on the successful Bidder's furnishing of the performance security and signing the Contract Form pursuant to ITB Clause 43, the <b>Purchaser</b> will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 19.5.</p>
<p><b>45. Signing of Contract</b></p>	<p>45.1 Promptly after notification, the <b>Purchaser</b> shall send the successful Bidder the Contract Agreement.</p> <p>45.2 Within fifteen (15) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the <b>Purchaser</b>.</p>
<p><b>46. Performance Security</b></p>	<p>46.1 Within fifteen (15) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the</p>

	<p>Performance Security Form included in Section X Contract forms, or another Form acceptable to the Purchaser. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser</p>
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SECTION II - BIDDING DATA SHEET	
The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.	
ITB Clause Reference	A. General Conditions
ITB 1.1	<p>The Purchaser is: Commissioner &amp; Director of Municipal Administration, Vaddeswaram, Mangalagiri.</p> <p>The name and identification number of the NCB is: Supply and Delivery of Desktop Computers and Printers to all 123 ULBs and HOD.</p> <p>NCB No:MAU02-11022/11/2022-2 K SEC- CDMA</p>
ITB 1.2	The Purchaser shall use the electronic-procurement system specified in BDS 7.1 to manage this Bidding process.
ITB 2.1	The name of the Project is: <b><u>Resurvey Project</u></b>
ITB 4.4	A list of firms debarred from participating in World Bank projects is available at <a href="http://www.worldbank.org/debarr">http://www.worldbank.org/debarr</a> .
B. Contents of Bidding Documents	
ITB 7.1	<p><b>Electronic –Procurement System</b></p> <p>The Purchaser shall use the following electronic-procurement system to manage this Bidding process:</p> <p>A.P. e-Procurement Portal</p> <p><a href="https://www.tender.apecprocurement.gov.in">https://www.tender.apecprocurement.gov.in</a></p>
ITB 7.1 (a) Additional clause	<p>A pre-bid meeting may be held: Yes</p> <p>Date of pre-bid meeting: 18/01/2023.</p> <p>Time: 11:00 AM (Tentatively)</p> <p>O/o The Commissioner &amp; Director of Municipal Administration, Vaddeswaram village, Mangalagiri,</p> <p>Pre-Bid Meeting Join Zoom Meeting</p> <p><b><a href="https://zoom.us/j/97625876956?pwd=UTdYK3ZvRjBzeW1HTWtuajhOS2N NUT09">https://zoom.us/j/97625876956?pwd=UTdYK3ZvRjBzeW1HTWtuajhOS2N NUT09</a></b></p> <p><b>Meeting ID: 976 2587 6956</b></p> <p><b>Passcode: 500040</b></p>
ITB 8.1	The addendum will appear on the e-procurement system under A.P e-Procurement

	Portal and <b>Purchaser</b> website and email notification is also automatically sent to those bidders who have started working on this tender.
<b>C. Preparation of Bids</b>	
<b>ITB 11.2(j)</b>	<p>The Bidder shall submit the following additional documents in its bid –technical part:</p> <ol style="list-style-type: none"> <li>1. Certification of incorporation of the bidder and manufacturer</li> <li>2. As e-procurement system is being used, there is no hard copy submission of bid. Only the hard copy of the power of attorney, EMD and affidavit should be requested to be submitted.</li> <li>3. The bidder shall clearly confirm that all facilities exist with him (or manufacturer, as applicable) in his factory for inspection and testing and these can be accessed by the Purchaser or his representative for inspection.</li> <li>4. Technical schedules of goods as required by technical specifications.</li> <li>5. Descriptive Documents, drawings, notes and references of operating and assembly of mechanical parts if applicable.</li> <li>6. A detailed description of the Goods essential technical and performance characteristics:</li> <li>7. A clause-by-clause commentary on the Purchaser's technical specifications demonstrating substantial responsiveness of the Goods and Services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.</li> <li>8. For purposes of the commentary to be furnished pursuant to Paragraph 6 above, the Bidder shall note that standards for workmanship, material and goods, and references to brand names or catalogue numbers designated by <p style="margin-left: 40px;">The Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications</p> </li> <li>9. The documentary evidence of the goods and services eligibility shall consist of a statement in the Price Schedule on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment</li> <li>10. Non-manufacturer bidders will submit the manufacturer's authorization Form as per Proforma in Section IV.</li> </ol>

	<p>11. The following details shall also be provided by Indian Bidders:</p> <p>a. Name, address, PAN and ward/circle where they are being assessed of the Directors of the Bidding Company.</p> <p>b. Company's PAN and Income Tax clearance certificate/IT Returns from ward/circle where it is being assessed</p> <p>c. Registration details of the company under GST, local and Central Sales Tax, and other laws as may be applicable.</p> <p>12. The bidders from outside India shall provide the corresponding details of Income Tax registration, Social Security Number, details regarding Registration under goods &amp; services tax (as may be applicable) etc.</p> <p>13. The bidder shall disclose instance of previous past performance that may have resulted into adverse actions taken against the bidder during the last five years.</p> <p>14. All documents required in section 3: Qualification Criteria</p>
<b>ITB11.3(d)</b>	The Bidder shall submit the following additional documents in its bid – financial part: No additional documents required
<b>ITB 12</b>	<b>Note for Bidders:</b> Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the forms that are available for online filling on the e-portal. The rest of the forms shall be downloaded by the bidders and filled up. The filled up pages shall then be scanned and uploaded on the e-procurement portal along with the scanned copies of the supporting documents.
<b>ITB 12.3</b>	For submission of <b>EMD &amp; other Original documents</b> , the Purchaser's address is: The Commissioner & Director of Municipal Administration, 4 <sup>th</sup> & 5 <sup>th</sup> Floor, Prime Hill Crest, Vaddeswaram, Mangalagiri, Guntur District, A.P.
<b>ITB 13.1</b>	Alternative Bids shall not be considered.
<b>ITB 14.5 a</b>	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.
<b>ITB 14.5 b</b>	No increase in prices shall be allowed under any circumstances during the entire period of Contract/Project. However, If the price of the quoted model decreases in the market during the contract period the decreased price shall be paid.
<b>ITB 14.5 c</b>	<p>The Supplier found being supplied similar items with similar tender conditions to any other agency in the country during the validity of the contract with the Purchaser, at a rate lower than the rate at which they supplied under this tender, the difference amount is liable to be recovered apart from black listing the firm for a minimum period of 3 years.</p> <p>The supplier should furnish undertaking that they shall remit the differential cost, if they quote lower rate than the rate quoted to the Purchaser, to any other agency or department or state, during the period of contract.</p>

<b>ITB 14.7</b>	The In co terms edition is In co terms 2010.
<b>ITB 14.8 (a) (iii)</b>	“Final destination (Project Site)”: as per Schedule 1 List of Goods and Delivery Schedule/Section VII Schedule of Requirements.
<b>ITB 14.9</b>	As per latest instructions of Government of India.
<b>ITB 16.4</b>	Period of time the Goods are expected to be functioning (for the purpose of spareparts and services): <b>5 Years</b>
<b>ITB 17.2 (b)</b>	Manufacturer’s authorization is: <i>required as per proforma in Section IV.</i>
<b>ITB 17.2 (b) (iii)</b>	After Sales service is <i>required</i> which shall be provided by the Supplier or alternatively by its Agent in case of a foreign bidder.
<b>ITB 18.1</b>	The bid validity period shall be 120 days.
<b>ITB 18.3(a)</b>	The factor will be 1.0005769 per week
<b>ITB 19.1</b>	Bid shall include a Bid Security/EMD (issued by bank) included in Section IV Bidding Forms.  EMD/Bid Security for <b>Rs.6,00,000/-</b> in favour of Commissioner & Director of Municipal Administration, Vaddeswaram village, Mangalagiri, AP Vijayawada as given on can be paid by BG/DD.
<b>ITB 19.3</b>	Bidder should ensure that EMD/ Bid Security must be valid for 45 days beyond bid validity period, i.e., 165 (120+45) days from date of bid opening (Technical Part).  Bid security of the amount specified in the bidding document, drawn in favor of Purchaser must be submitted to following Address:  O/o The Commissioner & Director of Municipal Administration, 4 <sup>th</sup> & 5 <sup>th</sup> floor, Prime hill crest, Vaddeswaram village, Mangalagiri
<b>ITB 19.3 (a)</b>	<u>Other type of acceptable securities are:</u> None
<b>ITB 19.9</b>	Deleted
<b>ITB 20.2</b>	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Power of Attorney
<b>D. Online Submission and Opening of Bids</b>	
<b>ITB 21.1</b>	Class of DSC required is: Class II/ III
<b>ITB 21.2 (C)</b>	(a) The inner and outer envelopes shall bear the following additional identification marks: Not applicable because e-tendering system will take place.  However, the Envelope for submitting Document as per ITB 12.3 shall bear the

	<p>following:</p> <p>ORIGINAL DOCUMENTS AS PER CLAUSE 12.3 for Supply and Delivery of Desktop Computers and Printers in 123 ULBs &amp; HOD of AP state.</p> <p>NCB No:MAU02-11022/11/2022-2 / K SEC- CDMA</p> <p>and will be submitted to following Address:</p> <p>The Commissioner &amp; Director of Municipal Administration, 4<sup>th</sup> &amp; 5<sup>th</sup> floor, Prime hill crest, Vaddeswaram village, Mangalagiri</p>
<b>ITB 22.1</b>	<p>The deadline for submission of bids is: Date: 27 /01/2023</p> <p>Time: 05:00 PM</p>
<b>ITB 24.1</b>	Re-submission of the bid is not allowed, if withdrawn.
<b>E. Public Opening of Technical Parts of Bids</b>	
	The online opening of the Technical Parts of Bids shall take place at:
<b>ITB 25.1</b>	<p>Street Address:</p> <p>O/o The Commissioner &amp; Director of Municipal Administration, 4<sup>th</sup> &amp; 5<sup>th</sup> floor, Prime hill crest, Vaddeswaram village, Mangalagiri</p> <p>Country: INDIA</p>
<b>F. Evaluation of Bids – General Provisions</b>	
<b>ITB 29.3</b>	<p>The adjustment shall be based on the highest price of the item or component as quoted in other substantially responsive Bids, subject to a maximum of the estimated price of the item. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Commissioner &amp; Director of Municipal Administration,, A.P., Vijayawada shall use its best estimate.</p>
<b>G. Evaluation of Technical Parts of Bids</b>	
<b>ITB 32.3</b>	<p>i. The client may request the Bidders to demonstrate tendered Instrument/ Equipment to Technical evaluation committee and / or purchase committee, if necessary. Demonstration shall be conducted on time and place as below</p> <p>O/o The Commissioner &amp; Director of Municipal Administration</p> <p>Technical demonstration: Time and date shall be informed</p> <p>Failure to demonstrate the equipment on the stipulated day without any genuine reason (which is to be intimated in advance and should be acceptable to the Purchaser) will mean that the bidder is not interested in supply of the equipment &amp; the Bid would be liable for rejection. In case of genuine reason only two chances for demonstration will be given. Technical evaluation committee is fully empowered to reject any bid if it is felt that the equipment is of inferior quality, even if it is fulfilling the specifications and other commercial terms.</p>

<b>H. Public Opening of Financial Parts of Bids</b>	
<b>ITB 33.2 (c)</b>	<p>Following the completion of the evaluation of the Technical Parts of the Bids, the Purchaser will notify all Bidders of the date and time of the public opening of Financial Parts.</p> <p>The online opening of the Financial Parts of bids (for technically qualified bidders) shall take place at:</p> <p>The Commissioner &amp; Director of Municipal Administration, 4<sup>th</sup> &amp; 5<sup>th</sup> floor, Prime hill crest, Vaddeswaram village, Mangalagiri</p> <p>Country: INDIA</p> <p>Date &amp; Time of online opening of the Financial Parts of bids (for technically qualified bidders) shall be communicated later.</p>
<b>I. Evaluation and Comparison of Bids</b>	
<b>ITB 34.1(a)</b>	<p>Evaluation will be done for all items together.</p> <p>Bids will not be evaluated for each item separately and single Contract will be concluded with the successful bidder.</p>
<b>ITB 34.3</b>	Bidders <i>shall not</i> be allowed to quote separate prices for one or more lots.
<b>ITB 34.5</b>	The evaluation of lowest quoted bid will be based on the cost of goods including the warranty period of 3 years for Desktop ,1 year for Printers and 1 year CMC (after warranty period) value excluding GST and all taxes.
<b>J. Award of Contract</b>	
<b>ITB 43.1</b>	The purchaser has reserved the right to increase or decrease the quantity at the time of award of contract (or) during the currency of the contract as per requirement of department up to 25%.



**SECTION III.**  
**QUALIFICATION CRITERIA**

*This Section complements the Instructions to Bidders. It contains the criteria that the **Purchaser** shall use to evaluate a bid and determine whether a Bidder qualifies in accordance with ITB 34 & 36. No other criteria shall be used.*

## **QUALIFICATION & EVALUATION CRITERIA**

(Referred to in Clause 34 &36 of ITB)

1. The Bidder should be a manufacturer/ authorized representative of a manufacturer and should be in business of manufacture and or supply & maintenance of the computer hardware for a minimum period of Five (5) years in India as on bid calling date. The bidder should be in business of FM Services in India as on bid calling date. The Manufacturer's Authorization Form (MAF) specific to this tender should be submitted as per the Annexure-III for offered all components
2. The bidder should have Average Annual Turnover of **Rs. 18.00 Cr.** or above in the last 5 financial years (2017-18, 2018-19, 2019-20, 2020-21 & 2021-22). The Firm should have positive net worth. Audited balance sheets or CA certified report should be submitted.
3. OEM/Bidder shall have successfully supply and installed 148 numbers of Desktop Computers and 148 Nos of Laser Printers to the Government Departments/PSUs/Public Undertakings in the last 05 years.
4. The Bidder should have minimum five authorized service center's in A.P as on bid calling date in the state. Details of the service centre and service personnel should be enclosed.
5. Bidder should have Bidder Capacity of minimum **Rs.6.00 Cr.** Value in INR
6. 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, World Bank or any major Enterprise /Organization in India for non-satisfactory performance, corrupt & Fraudulent or any other unethical business practices. Further stating/declaring that no cases pending against the firm/organization either in Government (State or Union) 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 in the Format P6.  
  
If the bidder is debarred/ blacklisted as mentioned above, such bidder becomes ineligible to participate in the bidding process. In case of any concealing of information relating to blacklisting or pending of cases as mentioned above, Department reserves the right to cancel the work order/contract allotted, apart from forfeiting BG.
7. Department reserves their right in not considering the bid of a bidder, if such bidder was a previous supplier and had a past bad track record or their earlier performance was unsatisfactory on any count.

*Note: The participating bidders should meet the above criteria for each schedule and the PQ forms, Technical Forms & Financial Forms are to be submitted. Relevant documents in support of above with due attestation of the competent authority should be furnished along with the bid documents.*

The Bidder shall furnish the following:

- a. Documents defining the constitution or legal status, place of registration and principle place of business of the company or firm or partnership, etc.
- b. The bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity and experience (both technical and commercial) for the manufacture and supply of the required systems and equipment within the specified time of completion after meeting all their current commitments.
- c. Details of Service Centres and information on service support facilities that would be provided after the warranty period.
- d. Reports on financial standing of the Bidder such as Chartered Accountant certified profit and loss statements, balance sheets and auditor's report for the past three years, banker's certificates.

#### **SPECIAL TERMS AND CONDITIONS:**

1. **Delivery Period:**

- a) The proposed activity of supplying of equipment and installation/commissioning at the respective ULBs should be completed within **30 days** from the date of receipt of purchase order by the Bidder, for **the 50% of the Bid quantity**.
- b) The **balance 50% of the quantity** of the Bid Quantity should be completed within **60 days** from the date of Receipt of Purchase Order by the Bidder.

2. **Warranty:** All items supplied by the Bidder shall be guaranteed against any defects and the Bidder should provide time-to-time operational maintenance support for a period of 1year (Off Site Warranty). Necessary guarantee certificates shall accompany the supplies. The Bidder shall be liable to rectify any defects that may be found in the equipment supplied free of cost.

3. **Installation:** The installation should be done at as stated in the Annexure – 04 enclosed, free of cost.

4. **Resolution Time:** The response time of the Bidder to resolve any complaint upon receipt of the complaint/information from the user should not be more than 3 days.

5. **Delivery Location:** The Goods shall be delivered to all the 123 ILBs and HoD office as per the list enclosed and acknowledgements from the consignees with necessary satisfactory certificates along with Delivery challans.

### **Reverse Tendering Process:**

After identifying the eligible agencies / bidders will be eligible to participate in e-auction process in terms of guidelines issued vide G.O.Ms.No.50, WR (Reforms) Dept., Dt.15.10.2020, G.O Ms No.67 dated: 16-08-2019 and Go. Ms No.79 dated 25.08.2020

- (a) After technical evaluation, eligible bidders will be finalised and Financial bids of the eligible bidders will be opened. L1 price of the eligible bidder shall be transferred to the Reverse Auction Platform.
- (b) The L1 Price Offer (Initial) shall be the maximum allowable Bid price for the reverse tendering process.
- (c) Only one round of reverse tendering shall be carried out in which bidders can revise their bids multiple times within the time limits specified.
- (d) Names of the bidders / vendors shall be anonymously masked in the Reverse Tendering process and vendors will be given suitable dummy names.
- (e) The initial period of the Reverse tendering process will start after 3 hours, following which there will be auto extensions of time by 15 minutes in case of any reduction in bids recorded in the prior 15 minutes.
- (f) Only the current L1 bid shall be visible to all bidders who may revise their bids until the end of the process.
- (g) Decrements made in each subsequent bid shall not be less than 0.5% or an amount in multiples of Rs.1.00 Lakh .
- (h) The L1 bid may be determined following a period of inactivity of more than 15 minutes of reverse bidding after the initial 3 hour period after closure of the main bidding.
- (i) Only 15 minutes shall be initially allowed for the remaining bidders to revise their bids, subject to automatic extensions of 15 minutes in case of any reduction in bids recorded in the prior 15 minutes.
- (j) The reverse tendering process shall continue until the determination of Least Evaluated Cost (LEC).
- (k) To conduct reverse tender process at least two bidders would be required.

### Illustration of the Reverse Tendering process

1. Assume that the bidders have quoted the following financial values on the eProcurement portal

Bidder Name	Bidder 1	Bidder 2	Bidder 3
Financial	Rs.130	Rs.120	Rs.100

2. When the financials are opened eProcurement portal, the system displays the L1 Price only as indicated below. The remaining details such as bidder name and other financial values are masked on eProcurement portal.

Bidder Name	xxxx1	xxxxx	xxxxxx
Financial	xxxxxx	xxxxxx	Rs.100 (L1 Price)

3. The L1 price alone is carried forward to the Reverse Auction portal. Each bidder will have their own view on Reverse auction portal as indicated below

Bidder 1 Price	Rs. 100	Effective Price	Rs.100
Bidder 2 Price	Rs.100	Effective Price	Rs.100
Bidder 3 Price	Rs. 100	Effective Price	Rs.100

4. Each bidder can perform decrement on the L1 price based on preconfigured percentage value (0.5%) and amount in multiples of Rs.1.00 lakh and thereof on the reverse auction portal

Bidder 1 Price	Rs. 100	Effective Price	Rs.99
Bidder 2 Price	Rs.100	Effective Price	Rs.99
Bidder 3 Price	Rs. 99 (performed the decrement of on standing price two times to become L1)	Effective Price	Rs. 99

5. Each bidder can choose to decrement the values beyond the Effective Price to displace a standing lowest bid and become “L1”

Bidder 1 Price	Rs. 98( performed the decrement of on standing L1 price four times)	Effective Price	Rs.98
Bidder 2 Price	Rs.100	Effective Price	Rs.98
Bidder 3 Price	Rs. 99	Effective Price	Rs. 98

6. After conclusion of the Reverse Auction, the final Closing Price of the bidders will be considered as follows.

Bidder Name	Bidder 1	Bidder 2	Bidder 3
Financial	Rss.98	Rs.120	Rs.99

Note: The Price quoted by the Bidder 1 on e-Procurement portal is considered as Least Evaluated Cost as the bidder chose not to reduce values on reverse tender portal.

## SECTION IV – BIDDING FORMS

### TABLE OF FORMS

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## 1A. LETTER OF BID– TECHNICAL PART

*The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.*

Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.

No alterations to the text except as provided in ITB20.2 shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]

Date: [insert date (as day, month and year) of Bid Submission] NCB No.: [insert number of bidding process] Invitation for Bid No.:

[insert No of IFB]

Alternative No.: [insert identification No if this is a Bid for an alternative]

To: [insert complete name & address of Purchaser]

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No. issued in accordance with ITB 8: [insert the number and issuing date of each Addenda];
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB4;
- (c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB4.6;
- (d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services [insert a brief description of the Goods and Related Services];
- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (g) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB13;
- (h) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity



or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

- (i) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (j) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;
- (k) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption; and
- (l) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely, "Prevention of Corruption Act 1988."

Name of the Bidder [insert complete name of person signing the Bid]

Name of the person duly authorized to sign the Bid on behalf of the Bidder\*\* [insert complete name of person duly authorized to sign the Bid]

Title of the person signing the Bid [insert complete title of the person signing the Bid]

Signature of the person named above [insert signature of person whose name and capacity are shown above]

Date signed \_ [insert date of signing] day of [insert month], [insert year]

\*\* : Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

1 Bidder to use as appropriate

## **1B. LETTER OF BID- FINANCIAL PART**

The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.

Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.

No alterations to the text except as provided in ITB 20.2 shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]

Date: [insert date (as day, month and year) of Bid Submission] NCB No.: [insert number of bidding process] Invitation for Bid No.:

[insert No of IFB]

Alternative No.: [insert identification No if this is a Bid for an alternative]

To: [insert complete name & address of Purchaser]

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part. In submitting our Financial Part we make the following additional declarations:

- (a) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (b) The total price of our Bid, excluding any discounts offered in item (c) below, is:

In case of only one lot, total price of the Bid [insert the total price of the bid in words and figures];

In case of multiple lots, total price of each lot [insert the total price of each lot in words and figures];

In case of multiple lots, total price of all lots (sum of all lots) [insert the total price of all lots in words and figures];

- (c) The discounts offered and the methodology for their application are:

- (i) The discounts offered are: [Specify in detail each discount offered.]

- (ii) The exact method of calculation to determine the net price after application of discounts is shown below: [Specify in detail the method that shall be used to apply the discounts]; Discounts.

(d) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: [insert complete name of each

Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

(e) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Bidder [insert complete name of person signing the Bid]

Name of the person duly authorized to sign the Bid on behalf of the Bidder\*\* [insert complete name of person duly authorized to sign the Bid]

Title of the person signing the Bid [insert complete title of the person signing the Bid]

Signature of the person named above [insert signature of person whose name and capacity are shown above]

Date signed \_ [insert date of signing] day of [insert month], [insert year]

\*\*: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

## 2. BIDDER INFORMATION FORM

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

Date: [insert date (as day, month and year) of Bid Submission] NCB  
No.: [insert number of  
bidding process]

Page .....of..... pages

1. Bidder's Legal Name [insert Bidder's legal name]
2. Bidder's actual or intended Country of Registration: [insert actual or intended Country of Registration]
3. Bidder's Year of Registration: [insert Bidder's year of registration]
4. Bidder's Legal Address in Country of Registration: [insert Bidder's legal address in country of registration]
5. Bidder's Authorized Representative Information  
Name: [insert Authorized Representative's name]  
Address: [insert Authorized Representative's Address]  
Telephone/Fax numbers: [insert Authorized Representative's telephone/fax numbers]  
Email Address: [insert Authorized Representative's email address]
6. Attached are copies of original documents of: [check the box(es) of the attached original documents]
  - ☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.3.
  - ☐ Included are the organizational chart, a list of Board of Directors, and the beneficial ownership

### **Price Schedule Forms**

[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the Price Schedules shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]

### 3.PRICE SCHEDULE FOR SUPPLY AS PER SCHEDULE OF REQUIREMENTS

<p style="text-align: right;"><b>Date:</b></p> <p style="text-align: center;"><b>Prices in Rs.</b>  <b>NCB No:</b>  <b>Alternative No:</b>  <b>Page No of</b></p>									
1	2	3	4	5	6	7	8	9	10
Sl. No	Description of Goods	Country of Origin	Delivery Date	Quantity And physical unit	Unit price EXW [excluding GST as applicable]	Total EXW price per line item [excluding GST as applicable] (Col. 5*6)	GST and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.8(a)(ii))	Price per line item for inland transportation, insurance and other services required to convey the Goods to their final destination (ITB 14.8 (a)(iii))	Total Price per line item (Col. 7+8+9)
1	Supply and Delivery of Desktop computers (as per Section VII – Schedule of Requirements)		50% within 30 days from the date of issue award, and remaining 50% units shall be supplied within 60 days from the date of issue award.	296					
2	Supply and Delivery of Laser Printers (as per Section VII – Schedule of Requirements)		50% within 30 days from the date of issue award, and remaining 50% units shall be supplied within 60 days from the date of issue award.	296					
Note: a) The bidder shall furnish the details of price (with 3 year Warranty for Desktops and 1 yr warranty for Printers)								Total Price Rs	

#### **4. PRICE AND COMPLETION SCHEDULE – RELATED SERVICE**

**Deleted**

## **5. Forms of Bid Security**

### **Form of Bid Security - Bank Guarantee**

*[Guarantor letterhead or SWIFT identifier code]*

**Bank Guarantee No [insert guarantee reference number]**

**Date [insert date of issue of the guarantee]**

WHEREAS, [name of Bidder]<sup>2</sup>(hereinafter called "the Applicant") has submitted his Bid dated [date] or will submit his Bid for the supply of ..... [name of Contract] (herein after called "the Bid") under Invitation for Bids No [insert number] (hereinafter called "the IFB") KNOW ALL PEOPLE by these presents that We [name of bank] of [name of country] having our registered office At (hereinafter called "the Bank") are bound unto [name of The Commissioner & Director of Municipal Administration, Vaddeswaram, Mangalagiri] (here in after called "the Purchaser") in the sum of 3 for which payment well and truly to be made to the said Purchaser, the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this day of

THE CONDITIONS of this obligation are:

1. If after Bid opening the Applicant (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid; or (b) does not accept the correction of the Bid Price pursuant to ITB35;
- Or
2. If the Applicant having been notified of the acceptance of his bid by the Purchaser during the period of Bid validity:
  - (a). fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or
  - (b). fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

we undertake to pay to the Purchaser up to the above amount upon receipt of his first written demand, without the Purchaser having to substantiate his demand, provided that in his demand the Purchaser will note that the amount claimed by him is due to him owing to the occurrence of one or any of the four conditions, specifying the occurred condition or conditions

This Guarantee will remain in force up to and including the date 4 days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Purchaser, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date



.	
Date	Signature of the Bank_
Witness	Seal
[signature, name, and address]	
<p>Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.</p> <p>days after the end of the validity period of the Bid.</p>	

## 6. MANUFACTURER's AUTHORIZATION

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are legally binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the **BDS**.]*

Date: [insert date (as day, month and year) of Bid Submission]

NCB No.: [insert number of bidding process]

Alternative No.: [insert identification No if this is a Bid for an alternative]

To: [insert complete name of Purchaser]

### WHEREAS

We [insert complete name of Manufacturer], who are official manufacturers of [insert type of goods manufactured], having factories at [insert full address of Manufacturer's factories], do hereby authorize [insert complete name of Bidder] to submit a bid the purpose of which is to provide the following Goods, manufactured by us [insert name and or brief description of the Goods], and to subsequently negotiate and sign the Contract against the above IFB.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm against this IFB. We as a manufacturer of [insert type of goods manufactured] confirm to provide the spare & service support for a minimum period of **3** years after commissioning

No company or firm or individual other than M/s. are authorized to bid and conclude the contract for the Desktop Computers and Printers manufactured by us against this specific IFB. [This para should be deleted for simple items where manufacturers normally sell the product through different stockists].

Signed: [insert signature(s) of authorized representative(s) of the Manufacturer]

Name: [insert complete name(s) of authorized representative(s) of the Manufacturer]

Title: [insert title]

Duly authorized to sign this Authorization on behalf of: [insert complete name of Bidder]

Dated on       day of ,       [insert date of signing]

*Note – Modify this format suitably in cases where manufacturer's warranty and guarantee are not applicable for the items for which bids are invited. If the supply consists of number of items, indicate the specific item (s) for which alone the above authorization is required.*

**7. DECLARATION FOR CLAIMING TAX/DUTY EXEMPTION<sup>5</sup>**

(Name of the Project)

Bid No. ....

Description of item to be  
supplied.....

.....

....

(Information for issue of certificate for claiming exemption of Tax/ Duty in terms of  
Government of India's relevant notification)

(Bidder's Name and Address):

To

(Name of Purchaser)

Dear Sir:

1. We confirm that we are solely responsible for obtaining deemed export benefits which we have considered in our bid and in case of failure to receive such benefits for reasons whatsoever, Purchaser will not compensate us.

2. We are furnishing below the information required by the Purchaser for issue of necessary certificate in terms of Government of India's relevant notification.

(i) Ex-factory price per unit on which the tax/duty is payable: \*Rs.

(ii) No of Units to be supplied:

(iii) Total cost on which the tax/duty is payable (Rs.) (The requirements listed above are as per

Current notifications. These may be modified, as necessary, in terms of the rules in force)

(Signature)..... (Printed Name).....(Designation)

(Common Seal).....

\* Please attach details item-wise with cost, if there are more than one items. The figures indicated should tally with what is given in the price schedule.

5 This declaration refers to ITB14.9 and shall be retained only if ITB14.9 is retained. The format may be modified as per the latest instructions of Government of India.

## 8. PROFORMA FOR PERFORMANCE STATEMENT

[Please see ITB Clause 36.2 and Section III-  
Evaluation and Qualification Criteria]

Proforma for Performance Statement (for a period of last five years)

Bid No. \_\_\_\_\_ Date of opening \_\_\_\_\_ Time \_\_Hours

Name of the Firm \_\_\_\_\_

Order placed by (full address of <b>Purchaser</b> )	Order No. and date	Description And quantity of ordered equipment	Value of order	Date of completion of delivery As per Actual contract	Remarks indicating reasons for late delivery, if Any	Has the equipment been satisfactorily functioning? (Attach a certificate from the <b><u>Purchaser</u></b> / <b><u>Consignee</u></b> )
1	2	3	4	5	6	7

Signature and seal of the Bidder.....

**9. Undertaking to recover amount or remit the differential amount**

**DECLARATION FORM**

I/We..... having Our

..... office at read and understood the terms

and conditions contained in the bidding documents under this notification for bid and offer our bids unconditional, to the extent not stated at any other part of our bid.

We will not quote or supply the equipment similar to the ones offered under this bid notification to any agency or organization in the country, at the rate lower than the rate quoted in this present tender.

If we found quoting lower rate than the rate quoted to the Purchaser, to any other agency in the country during the validity of the present contract; we hereby under take to remit the differential cost to the Purchaser, unconditionally.

Further, we accept to black listing our firm for minimum period of 3 years, in case of quoting lower rate than the rate quoted to the Purchaser to any other agency in the country during the validity of the present contract.

Signature :

Date :

Name of the

Bidder and address :

### **10.Undertaking to Establish Service Centre in A.P.**

To,

(Name of Purchaser)

Sub: Authorisation of undertaking to Establish Service Centre in A.P.

Sir

I have carefully gone through the Terms & Conditions contained in the RFP Document [No.....]. We hereby undertake that we shall establish Service Center in the major cities of Andhra Pradesh as required by the Purchaser within one (1) month from the date of award of Contract, in case of award of contract to us.

We agree to abide all the terms and conditions of the RFP

Place:

Date:

Yours faithfully

Authorized Signatory of the Bidder

with seal Designation

OEM's company name

<b>SECTION V – ELIGIBLE COUNTRIES</b>
<b>Public Information Center</b>
Eligibility for the Provision of Goods, Works and Non Consulting Services in Bank –Financed Procurement
In reference to ITB 4.6 and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process
Under ITB 4.6 and 5.1: As per Guidelines and instructions issued by Ministry of Finance Department of Expenditure Public Procurement Division, New Delhi vide F.No.6/18/2019-PRD. Dated 23-07-2020), requiring DPIIT registration.

<p style="text-align: center;"><b>SECTION VI</b></p> <p style="text-align: center;"><b>CORRUPT AND FRAUDULENT PRACTICES</b></p>	
<p>“Fraud and Corruption:</p>	
<p>1.16. It is to require that bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution contracts. <sup>(6)</sup> In pursuance of this:</p>	
<p>a. defines, for the purposes of this provision, the terms set forth below as follows:</p>	
<p>(i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party; <sup>(7)</sup></p>	
<p>(ii) “fraudulent practice” is any actor omission, including amis representation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; <sup>(8)</sup></p>	
<p>(iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party; <sup>(9)</sup></p>	
<p>(iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; <sup>(10)</sup></p>	
<p>(v) "obstructive practice" is:</p>	
<p>(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or</p>	
<p>(bb) acts intended to materially impede the exercise of the Purchaser’s inspection and audit rights provided for under paragraph 1.16 (c) below</p>	
<p>b. will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question.</p>	

<sup>(6)</sup> In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

<sup>(7)</sup> For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes Government of AP staff and employees of other organizations taking or reviewing procurement decisions.

<sup>(8)</sup> For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “actor omission” Is intended to influence the procurement processor contract execution.

<sup>(9)</sup> For the purpose of this sub-paragraph, “parties” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.



- c. will require that a clause be included in bidding documents and in contracts, requiring bidders, suppliers and contractors, and their sub- contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Purchaser to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Purchaser.”

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<sup>(10)</sup> For the purpose of this sub-paragraph, “party” refers to a participant in the procurement process or contract execution

## **PART 2 - SUPPLY REQUIREMENTS**

## **SECTION VII – SCHEDULE OF REQUIREMENTS**

<b>1.</b>	<b>List of Goods and Delivery Schedule</b>	<b>68</b>
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<b>5.</b>	<b>List of Consignee</b>	<b>72</b>
<b>6.</b>	<b>Performa of Certificate</b>	<b>73</b>

### LIST OF GOODS AND DELIVERY SCHEDULE

*[The Purchaser shall fill in this table, with the exception of the column “Bidder’s offered Delivery date” to be filled by the Bidder]*

Line Item No.	Description of Goods	Quantity	Physical unit	Final (Site) Destination as specified in BDS	Delivery (as per Incoterms) Date			
					Earliest Delivery Date	Latest Delivery Date	Bidder’s offered Delivery date <i>[to be provided by the bidder]</i>	Bid Security (EMD) in Indian Rupees <sup>11</sup>
1.	Desktop Computers and Printers as detailed in Section VII – Schedule of Requirements							
	Supply and Delivery of Desktop Computers As detailed in Section VII – Schedule of Requirements sub Section 3 Technical Specification	148	No.	As per Schedule 5 List of Consignee / SECTIONV II – SCHEDULE OF REQUIREMENTS	<b>50% units</b> shall be supplied within <b>30 days</b> from the date of issue award	and remaining <b>50% units</b> shall be supplied within <b>60 days</b> from the date of issue award		EMD/Bid Security Rs.6,00,000/- can be paid by BG/DD

2	Supply and Delivery of Laser Printers As detailed in Section VII – Schedule of Requirements sub Section 3 Technical Specification	148	No.	As per Schedule 5 List of Consignee / SECTIONV II – SCHEDUL E OFREQUIR E MENTS	<b>50% units</b> shall be supplied within <b>30 days</b> from the date of issue award	and remaining <b>50% units</b> shall be supplied within <b>60</b> <b>days</b> from the date of issue award		
---	--	-----	-----	---	---	--	--	--

Bid security listed here must be the same as provided under ITB / BDS 19.1

## 2. List of Related Services [ITB Clause 14.8(b)] and Completion Schedule

Service insert Service No]	Description of Service [insert description of Related Services] [Insert after modifying as appropriate deleting inapplicable items from the following:]	Quantity [insert quantity of items to be supplied]	Physical Unit [insert physical unit for the items]	Place where Services shall be performed [insert name of the Place]	Final Completion Date(s) of Services [insert required Completion Date(s)]
1(a).	Supply and Delivery of Desktop Computers to all 123 ULBs & at HOD	296	Nos	As per Schedule 5 List of Consignee/ SECTION VII – SCHEDU LE OF REQUIRE MENTS	Within 1 month of supply
1(b)	Supply and Delivery of Laser Printers o all 123 ULBs& at HOD	296	Nos	As per Schedule 5 List of Consignee/ SECTION VII – SCHEDU LE OF REQUIRE MENTS	Within 1 month of supply

### 1. If applicable

*[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]*

### 3. TECHNICAL SPECIFICATIONS

#### TECHNICAL SPECIFICATION AND GENERAL POINTS

Description of Item	Specification Required
<b>Desktop COMPUTERS</b>	<ul style="list-style-type: none"> <li>a) 12th Generation Intel i7 processor</li> <li>b) Processor count of 8 CORES</li> <li>c) RAM of 16 GB of DDR4 3200</li> <li>d) SSD 2280 - 1TB Hard Disk</li> <li>e) NVIDIA GE FORCE -3060</li> <li>f) 12 GB size Graphics card RAM</li> <li>g) LAN &amp; Wi-Fi connectivity</li> <li>h) BLUETOOTH – 5.0 Bluetooth Connectivity</li> <li>i) WINDOWS 11 (64 BIT) Operating System</li> <li>j) LED FULL HD IPS Backlit 1920x1080 Pixels</li> <li>k) HDMI, 27F 4K UHD Display Port Monitor and</li> <li>l) 3 Years ONSITE Warranty etc ., Complete</li> </ul>
<b>Laser Printers</b>	<ul style="list-style-type: none"> <li>a) RAM size of 128 MB</li> <li>b) features of Scanning, duplexing, faxing with networking feature,</li> <li>c) Wi-Fi direct, Ethernet Network interface 10/100/1000,</li> <li>d) ADF feeder type,</li> <li>e) Front- facing USB printing with minimum feeder capacity of 40 Nos</li> <li>f) Tray capacity - not less than 100.</li> <li>g) User targets - Min.5 users</li> <li>h) Print outputs -2000 Nos per month.</li> <li>i) Duty cycle not less than 10,000 pages-A4 size papers without envelope feeder, with the functions of Printing, Copying, duplexing , Scanning and Fax with separate drum &amp; Toner,</li> <li>j) 1 Year Warranty etc., complete.</li> </ul>

#### **4. DRAWINGS**

**These Bidding Documents includes No drawings**



## **5. LIST OF CONSIGNEE**

**(List enclosed)**

**6. PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER AFTER  
SUCCESSFUL DELIVERY OF THE SUPPLIED GOODS**

*[This is to be attached for supply, erection, supervision of erection and start up contracts  
only]*

No.

Date:

M/s.

Sub: Certificate of start up of the supplied Goods

1. This is to certify that the plant/s as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the Contract/Specifications. The same has been installed and commissioned.

(a) Contract No. \_\_\_\_\_ dated \_\_\_\_\_

(b) Description of the plant \_\_\_\_\_

(c) Plant Nos. \_\_\_\_\_

(d) Quantity \_\_\_\_\_

(e) Rail/Road ways Receipt No. \_\_\_\_\_ dated \_\_\_\_\_

(f) Name of the consignee \_\_\_\_\_

(g) Date of startup and proving test \_\_\_\_\_

2. Details of accessories / spares not yet supplied and recoveries to be made on that account.

S.No.	Description	Amount to be recovered

3. The proving test has been done to our entire satisfaction and operators have been trained to operate the plant.

4. The supplier has fulfilled his contractual obligations satisfactorily.\*

or

The supplier has failed to fulfil his contractual obligations with regard to the following:

a.
b.
c.
d.

5. The amount of recovery on account of non-supply of accessories and spares is given under Para No.2.
6. The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation with stamp \_\_\_\_\_

- 
- 
- \* Explanatory notes for filling up the certificates:(a) He has adhered to the time schedule specified in the contract in dispatching the documents /drawings pursuant to Technical Specifications.
- (b) He has supervised the start up of the plan in time i.e., with in the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the plant.
- (c) In the event of documents/drawings having not been supplied or installation and startup of the plant have been delayed on account of the supplier, the extent of to delay should always be mentioned.

PART 3

**CONTRACT**

**SECTION VIII**  
**GENERAL CONDITIONS OF CONTRACT**  
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## Section VIII. General Conditions of Contract

<b>1. Definitions</b>	<p>1. The following words and expressions shall have the meanings hereby assigned to them:</p> <p>(a) “Bank” means any Nationalized Bank.</p> <p>(b) “Contract” means the Contract Agreement entered into between the <b>Purchaser</b> and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference there in.</p> <p>(c) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.</p> <p>(d) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.</p> <p>(e) “Day” means calendar day.</p> <p>(f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.</p> <p>(g) “GCC” means the General Conditions of Contract.</p> <p>(h) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the <b>Purchaser</b> under the Contract.</p> <p>(i) “<b>Purchaser</b>’s Country” is India.</p> <p>(j) “<b>Purchaser</b>” means the entity purchasing the Goods and Related Services, as specified in the <b>SCC</b>.</p> <p>(k) “Related Services” means the services incidental to the</p>
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	<p>supply of the goods, such as insurance, installation, start- up, and initial maintenance and other such obligations of the Supplier under the Contract.</p> <p>(l) “SCC” means the Special Conditions of Contract.</p> <p>(m) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.</p> <p>(n) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the <b>Purchaser</b> and is named as such in the Contract Agreement.</p> <p>(o) “The Project Site,” where applicable, means the place named in the <b>SCC</b>.</p>
<b>2. Contract Documents</b>	<p>2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.</p> <p>2.2 The Commissioner and Director of Municipal Administration, Vaddeswaram, Mangalagiri, A.P, Requires compliance with its policy in regard to corrupt and fraudulent Practices as set forth in Appendix to the GCC.</p>
<b>3. Corrupt &amp; Fraudulent Practices</b>	<p>3.1 The <b>Purchaser</b> requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.</p>

<p><b>4. Interpretation</b></p>	<p>4.1 If the contexts require it, singular means plural and vice versa</p> <p>4.2 Incoterms</p> <p>(a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.</p> <p>(b) The terms EXW and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the <b>SCC</b> and published by the International Chamber of Commerce in Paris, France</p> <p>Entire Agreement</p> <p>4.3 The Contract constitutes the entire agreement between the Commissioner and Director of Municipal Administration, Vaddewaram, Mangalagiri, Guntur District- 522502.A.P and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.</p> <p>4.4 Amendment</p> <p>Non waiver</p> <p>(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.</p> <p>(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.</p> <p>4.2 Severability</p> <p>4.3 If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.</p>
<p><b>5. Language</b></p>	<p>5.1 The Contract as well as all correspondence and documents</p>



	<p>relating to the Contract exchanged by the Supplier and the <b>Purchaser</b>, shall be <b>English</b>. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language, in which case, for purposes of interpretation of the Contract, this translation shall govern.</p> <p>5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.</p>
6.	Deleted
7. Eligibility	<p>7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.</p> <p>7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.</p>
8. Notices	<p>8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the <b>SCC</b>. The term “in writing” means communicated in written form with proof of receipt.</p> <p>8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.</p>
9. Governing Law	<p>9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Union of India.</p>
10. Settlement of Disputes	<p>10.1 The <b>Purchaser</b> and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the <b>Purchaser</b> or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after</p>

	<p>delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure <b>specified in the SCC.</b></p> <p>10.3 Notwithstanding any reference to arbitration herein,</p> <p>(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree;</p> <p>(b) The <b>Purchaser</b> shall pay the Supplier any monies due the Supplier</p>
<b>11. Inspection and Audit by the Purchaser</b>	<p>11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs</p> <p>11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the <b>Purchaser</b> and/or persons appointed by the <b>Purchaser</b> to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the <b>Purchaser</b> if requested by the <b>Purchaser</b>. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the <b>Purchaser's</b> inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Purchaser's prevailing sanctions procedures).</p>
<b>12. Scope of Supply</b>	<p>12.1 The Goods and Related Services to be supplied shall be as specified in the <b>Special Conditions of Contract.</b></p>
<b>13. Delivery and Documents</b>	<p>13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the <b>SCC.</b></p>
<b>14. Supplier's Responsibilities</b>	<p>14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.</p>
<b>15. Contract Price</b>	<p>15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the <b>SCC.</b></p>
<b>16. Terms of Payment</b>	<p><b>16.1</b> The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the <b>SCC.</b></p> <p><b>16.2</b> The Supplier's request for payment shall be made to the <b>Purchaser</b> in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services</p>

	<p>performed and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.</p> <p>16.3 Payments will be made as follows:</p> <ul style="list-style-type: none"> <li>i) 50% after in time supply of units as per each mile stone in the delivery schedule.</li> <li>ii) 30% after successful Installation, commissioning, Testing, and after submission of required satisfactory certificates from the consignee.</li> <li>iii) 20% after successful performance of not less than 12 continuous months, of the units as per mile stone of the delivery schedule</li> </ul> <p>16.4 The payments shall be made in Indian Rupees to the Supplier under this Contract.</p> <p>16.5 In the event that the <b>Purchaser</b> fails to pay the Supplier any payment by its due date or within the period set forth in the <b>SCC</b>, the <b>Purchaser</b> shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the <b>SCC</b>, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.</p>
<b>17. Taxes and Duties</b>	<p>17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the <b>Purchaser</b></p>
<b>18. Performance Security</b>	<p><b>18.1</b> If required as specified in the <b>SCC</b>, the Supplier shall, within fifteen (15) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the <b>SCC</b>.</p> <p><b>18.2</b> The proceeds of the Performance Security shall be payable to the <b>Purchaser</b> as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.</p> <p><b>18.3</b> As specified in the <b>SCC</b>, the Performance Security shall be denominated in the Indian Rupees, and shall be in the format stipulated by the <b>Purchaser</b> in the <b>SCC</b>, or in another format acceptable to the <b>Purchaser</b>.</p> <p><b>18.4</b> The Performance Security shall be discharged by the <b>Purchaser</b> and returned to the Supplier not later than Sixty Days (60) following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the <b>SCC</b>.</p>
<b>19. Copy right</b>	<p>18.5 The copyright in all drawings, documents, and other materials containing data and information furnished to the <b>Purchaser</b> by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the <b>Purchaser</b> directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third Party.</p> <p>The <b>Purchaser</b> and the Supplier shall keep confidential and</p>

	<p>shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the <b>Purchaser</b> to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause20.</p>
<b>20. Confidential Information</b>	<p>20.1 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.</p>
<b>21. Sub Contracting</b>	Deleted
<b>22. Specifications and Standards</b>	<p>22.1 Technical Specifications and Drawings</p> <p>(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VII, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.</p> <p>(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the <b>Purchaser</b>, by giving a notice of such disclaimer to the <b>Purchaser</b>.</p> <p>(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the <b>Purchaser</b> and shall be treated in accordance with GCC Clause33.</p>
<b>23. Packing and Documents</b>	<p>23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods'</p>

	<p>final destination and the absence of heavy handling facilities at all points intransit.</p> <p>23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the <b>SCC</b>, and in any other instructions ordered by the <b>Purchaser</b>.</p>
<b>24. Insurance</b>	<p>24.1 Unless otherwise specified in the <b>SCC</b>, the Goods supplied under the Contract shall be fully insured— against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.</p>
<b>25. Transportation &amp; Incidental Services</b>	<p>25.1 Unless otherwise specified in the <b>SCC</b>, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.</p> <p><b>25.2</b> The Supplier may be required to provide any or all of the following services, including additional services, if any, <b>specified in Schedule of Requirements and SCC</b>:</p> <ul style="list-style-type: none"> <li>(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>(e) of the <b>Survey &amp; Revenue</b> personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods</li> </ul> <p>25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>
<b>26. Inspections and Tests</b>	<p><b>26.1</b> The Supplier shall at its own expense and at no cost to the <b>Purchaser</b> carry out all such tests and/or inspections of the Goods and Related Services as are specified in the <b>SCC</b>.</p> <p><b>26.2</b> The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the <b>Purchaser's</b> Country as specified in the <b>SCC</b>. Subject to GCC Sub-Clause 26.3,</p>

	<p>if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Commissioner and Director of Municipal Administration, Vaddeswaram, Mangalagiri, A.P.</p> <p><b>26.3</b> The <b>Purchaser</b> or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Commissioner and Director of Municipal Administration, Vaddeswaram, Mangalagiri, A.P. bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.</p> <p><b>26.4</b> Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Commissioner and Director of Municipal Administration, Vaddeswaram, Mangalagiri, A.P. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable Commissioner and Director of Municipal Administration, Vaddeswaram, Mangalagiri, A.P. or its designated representative to attend the test and/or inspection.</p> <p><b>26.5</b> The <b>Purchaser</b> may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.</p> <p><b>26.6</b> The Supplier shall provide the <b>Purchaser</b> with a report of the results of any such test and/or inspection.</p> <p><b>26.7</b> The <b>Purchaser</b> may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the <b>Purchaser</b>, and shall repeat the test and/or inspection, at no cost to the <b>Purchaser</b>, upon giving a notice pursuant to GCC Sub-Clause 26.4.</p> <p><b>26.8</b> The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the <b>Purchaser</b> or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.</p>
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<b>27. Liquidated Damages</b>	<p>27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the <b>Purchaser</b> may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the <b>SCC</b> of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those <b>SCC</b>. Once the maximum is reached, the <b>Purchaser</b> may terminate the Contract pursuant to GCC Clause 35.</p>
<b>28. Warranty</b>	<p>28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.</p> <p>28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.</p> <p>28.3 Unless otherwise specified in the <b>SCC</b>, the warranty shall remain valid for thirty six (36) months for Desktops and twelve months (12) for laser printers after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the <b>SCC</b>, or for eighteen (18) months for Laser Printer and forty (42) months for Desktops after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.</p> <p>28.4 The <b>Purchaser</b> shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery</p> <p>28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the <b>SCC</b>, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Commissioner and Director of Municipal Administration, Vaddeswaram, Mangalagiri, A.P.</p> <p>28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the <b>SCC</b>; the Commissioner, Director Municipal Administration, Mangalagiri, A.P may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the <b>Purchaser</b> may have against the Supplier under the Contract.</p>
<b>29. Patent</b>	<p>29.1 The Supplier shall, subject to the <b>Purchaser's</b> compliance with</p>

<b>Indemnity</b>	<p>GCC Sub-Clause 29.2, indemnify and hold harmless the <b>Purchaser</b> and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the <b>Purchaser</b> may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:</p> <ul style="list-style-type: none"> <li>(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and</li> <li>(b) the sale in any country of the products produced by the Goods.</li> </ul> <p>Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.</p> <p>29.2 If any proceedings are brought or any claim is made against the <b>Purchaser</b> arising out of the matters referred to in GCC Sub-Clause 29.1, the <b>Purchaser</b> shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the <b>Purchaser's</b> name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.</p>
<b>30. Limitation of Liability</b>	<p>30.1 Except in cases of criminal negligence or willful misconduct,</p> <ul style="list-style-type: none"> <li>(a) the Supplier shall not be liable to the <b>Purchaser</b>, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the <b>Purchaser</b>, and</li> <li>(b) the aggregate liability of the Supplier to the <b>Purchaser</b>, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the <b>Purchaser</b> with respect to patent infringement.</li> </ul>
<b>31. Change</b>	31.1 Unless otherwise specified in the Contract, if after the date of 28



<p><b>in Laws and Regulations</b></p>	<p>days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.</p>
<p><b>32. Force Majeure</b></p>	<p>32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure</p> <p>32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the <b>Purchaser</b> in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p> <p>32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the <b>Purchaser</b> in writing of such condition and the cause thereof. Unless otherwise directed by the <b>Purchaser</b> in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p>

<b>33. Change Orders and Contract Amendments</b>	<p>33.1 The <b>Purchaser</b> may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:</p> <ul style="list-style-type: none"> <li>(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the <b>Purchaser</b>;</li> <li>(b) the method of shipment or packing;</li> <li>(c) the place of delivery; and</li> <li>(d) the Related Services to be provided by the Supplier.</li> </ul> <p>33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the <b>Purchaser's</b> change order.</p>
<b>34. Extensions of Time</b>	<p>34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the <b>Purchaser</b> in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the <b>Purchaser</b> shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.</p> <p>34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.</p>
<b>35. Termination</b>	<p>35.1 Termination for Default</p> <ul style="list-style-type: none"> <li>(a) The <b>Purchaser</b>, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:</li> <li>(b) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the <b>Purchaser</b> pursuant to GCC Clause 34;</li> <li>(c) if the Supplier fails to perform any other obligation under the Contract; or</li> <li>(d) if the Supplier, in the judgment of the Purchaser has</li> </ul>

	<p>engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.</p> <p>35.2 In the event the <b>Purchaser</b> terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the <b>Purchaser</b> may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the <b>Purchaser</b> for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated. Termination for Insolvency.</p> <p>(a) The <b>Purchaser</b> may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the <b>Purchaser</b>.</p> <p>(b) The bidder should not be under liquidation, court receivership or similar proceedings should not be bankrupt. Bidder to upload undertaking to this effect with bid.</p> <p>35.3 Termination for Convenience.</p> <p>(a) The <b>Purchaser</b>, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the <b>Purchaser's</b> convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the <b>Purchaser</b> at the Contract terms and prices. For the remaining Goods, the <b>Purchaser</b> may elect:</p> <p>(i) to have any portion completed and delivered at the Contract terms and prices; and/or</p> <p>(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier</p>
<b>36. Assign ment</b>	<p>36.1 Neither the <b>Purchaser</b> nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.</p>

## SECTION IX. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

<b>GCC 1.1(j)</b>	The <b>Purchaser</b> is: The Commissioner & Director of Municipal Administration , Vaddeswaram Village, Mangalagiri.
<b>GCC 1.1 (o)</b>	The Project Site(s)/Final Destination(s) is/are as given in Schedule 1 List of Goods and Delivery Schedule/Section VII Schedule of Requirements.
<b>GCC 4.2 (a)</b>	The meaning of the trade terms shall be as prescribed by Incoterms.
<b>GCC 4.2 (b)</b>	The version edition of Incoterms shall be 2010.
<b>GCC 8.1</b>	<p>For notices, the Purchaser's address shall be:</p> <p><b>Office:</b> O/o The Commissioner &amp; Director of Municipal Administration, Vaddeswaram Village, Mangalagiri</p> <p><b>Officer:</b> The Commissioner &amp; Director of Municipal Administration Vaddeswaram Village, Mangalagiri</p> <p><b>Address:</b> Floor No. 4<sup>th</sup> &amp; 5<sup>th</sup>, Prim hill crest, Vaddeswaram village, Mangalagiri.</p>
<b>GCC 10.2</b>	<p><b>Settlement of Disputes</b></p> <p>The dispute settlement mechanism to be applied for adhoc arbitration shall be as follows:</p> <p>(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996 as amended up-to-date. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Secretary of the Institution of Engineers</p>

	<p>(India)/ Vijayawada.</p> <p>(b) In the case of a dispute with a Foreign Supplier, the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules. The Arbitral Tribunal shall consist of three Arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties, and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre of Alternative Dispute Resolution (India).</p> <p>(c) If one of the parties fails to appoint its arbitrator in pursuance of sub- clause (a) and (b) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the *Indian Council of Arbitration/president of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India), both in cases of the Foreign supplier as well as Indian supplier, shall appoint the arbitrator. A certified copy of the order of the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties.</p> <p>(d) Arbitration proceedings shall be held at Vijayawada, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</p> <p>(e) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.</p> <p>(f) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the *Indian Council of Arbitration/President of the Institution of</p>
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	<p>Engineers (India)/The International Centre for Alternative Dispute Resolution(India).</p> <p>(g) Except otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute.</p>
<b>GCC 12.1 and 25.2</b>	The scope of supply for the Goods and Related Services to be supplied shall be as specified in <i>Schedule VII - schedule of requirements</i> .
<b>GCC 13.1</b>	<p>Details of Shipping and other Documents to be furnished by the Supplier are given below:</p> <p>GCC 13.1 Upon delivery of the goods to the transporter/consignee, the supplier shall notify the <b>Purchaser</b> and mail the following documents to the <b>Purchaser</b>:</p> <ul style="list-style-type: none"> <li>(i) Two Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount;</li> <li>(ii) Delivery note, Railway receipt, or Road consignment note or equivalent transport document or acknowledgement of receipt of goods from the Consignee;</li> <li>(iii) Two Copies of packing list identifying contents of each package;</li> <li>(iv) Insurance certificate;</li> <li>(v) Manufacturer's/Supplier's warranty certificate;</li> <li>(vi) the Supplier's factory inspection report; and</li> <li>(vii) Certificate of origin.</li> </ul> <p>The above documents shall be received by the <b>Purchaser</b> before arrival of the Goods (except where it is handed over to the Consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses.</p>
<b>GCC 15.1</b>	The prices charged for the Goods supplied and the related Services performed shall not be adjustable.
<b>GCC 16.1</b>	<p>20.2 GCC 16.1 Payments will be made as follows:</p> <ul style="list-style-type: none"> <li>i) 50% after in time supply of units as per each mile stone in the delivery schedule.</li> <li>ii) 30% after successful Installation, commissioning, Testing, and after submission of required satisfactory certificates from the consignee.</li> <li>iii) 20% after successful performance of not less than 12 continuous months, of the units as per mile stone of the delivery schedule</li> </ul> <p>The bidder shall indicate in the Price Schedules specifying all items prices shown therein including the unit prices and total prices of the goods and related services along with GST or any other duties and taxes applicable against the schedule of requirements. GST if</p>

	<p>leviable shall be paid as applicable. Any statutory variation shall be paid on submission of documentary evidence.</p> <p><b>“GST” means all four Acts CGST, SGST, UTGST, IGST and any other regulations by Government in relation to GST and rules thereto.</b></p>
<b>GCC 17</b>	<p>In the case of tax/ duty waiver, the <b>Purchaser</b> will issue only the certificates in terms of the Government of India’s notification as per information given by supplier in form stipulated in Section IV. Supplier is solely responsible for obtaining such benefits and in case of failure to receive such benefits; the <b>Purchaser</b> will not compensate the supplier separately</p>
<b>GCC 18.1</b>	<p><b>Performance Security</b> to the <b>Purchaser</b> shall be for an amount of <b>5%</b> of the contract value, valid up to 60 days after the date of completion of performance obligations including warranty obligations.</p> <p>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 12 months and the Performance Bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period.</p>
<b>GCC 18.3</b>	<p>If required, the Performance Security shall be in the form of a “Bank Guarantee” drawn in favor of the <b>Purchaser</b>.</p>
<b>GCC 18.4</b>	<p>Discharge of the performance Security shall take place not later than 60 days following the date of completion of the Supplier’s performance obligations, including the warranty obligation, under the contract.</p>
<b>GCC 18.5</b>	<p>Add as Clause 18.5 to the GCC the following:</p> <p>In the event of any contractual amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations.</p>
<b>GCC 23.2</b>	<p><u><b>Packing Instructions:</b></u> The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:</p> <p>(i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier’s Name; (v) Packing List Reference Number.</p> <p>Suppliers should use recycled materials as much as possible for packing</p>
<b>GCC 24.1</b>	<p>The insurance shall be paid in an amount equal to 110 percent of the EXW value of the Goods from “Warehouse to warehouse (final destination)” on “All Risks” basis including War Risks and Strikes</p>
<b>GCC 25.1</b>	<p>The Supplier is required under the Contract to transport the Goods duly insured to the specified final destination, and until the commissioning &amp; final acceptance of each equipment, and all related</p>

	costs shall be included in the Contract Price.
<b>GCC 25.2</b>	<p>Incidental services to be provided are:</p> <ul style="list-style-type: none"> <li>(a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>(b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>(c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>(d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract.</li> </ul>
<b>GCC 26.1</b>	The inspections and tests shall be done by multiple observations in the field with instruments to check the repeatability and consistency of the results.
<b>GCC 26.2</b>	The Inspections and tests shall be conducted at point of delivery.
<b>GCC 27.1</b>	The liquidated damages shall be: 0.25% of contract price per week part thereof.
<b>GCC 27.2</b>	The maximum amount of liquidated damages shall be: 10% of the contract price.
<b>GCC 28.3</b>	<p>The period of validity of the Warranty shall be 3 years for Desktops and 1 Year for laser printers For purposes of the Warranty, the place(s) of final destination(s) shall be point of delivery.</p> <p>GCC 28.3—In partial modification of the provisions, The warranty period shall be counted after supply and whichever occurs latter. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:</p> <ul style="list-style-type: none"> <li>(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC4, or</li> <li>(b) pay liquidated damages to the <b>Purchaser</b> with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.25% per week.</li> </ul>
<b>GCC 28.5</b>	The period for repair or replacement shall be: 7 Days
<b>GCC 31.1</b>	This clause will apply only to variations in GST and other taxes payable in India on the final product which is being supplied and not for variations in tax on the individual components / raw materials which go into the product.



<b>Additional clauses.</b>	
<b>GCC 37.1</b>	<p>Supplier integrity:</p> <p>The supplier is responsible for and obliged to conduct all contracted activities in accordance with the contract using state- of- the- art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.</p>
<b>GCC 37.2</b>	<p>Supplier's obligations:</p> <p>The Supplier is obliged to work closely with the <b>Purchaser's</b> staff, act within its own authority and abide by directives issued by the <b>Purchaser</b> and implementation activities.</p> <p>The Supplier will abide by the job safety measures prevalent in India and will free the <b>Purchaser</b> from all demands or responsibilities arising from accidents or loss of life the cause of which is the supplier's negligence. The Supplier will pay all indemnities arising from such incidents and will not hold the <b>Purchaser</b> responsible or obligated.</p> <p>The Supplier is responsible for managing the activities of its personnel or sub- contracted personnel and will hold itself responsible for any misdemeanors.</p> <p>The Supplier will treat as confidential all data and information about the <b>Purchaser</b>, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the <b>Purchaser</b>.</p>
<b>GCC 37.3</b>	<p>Hardware maintenance:</p> <p>The Supplier will accomplish preventive and breakdown maintenance activities to ensure that all hardware put are without defect or interruption for at least 95% uptime for 24 hours a day, 7 days a week of operation of the machine worked on a quarterly basis.</p> <p>If any critical component of the entire configuration is out of service for more than three days, the Supplier shall either immediately replace the defective unit or replace it at its own cost.</p> <p>The Supplier will respond to a site visit and commence repair work on the equipment within 72 hours of being notified of equipment malfunction.</p>

**Attachment: Price Adjustment Formula -Deleted**

## SECTION X – CONTRACT FORMS

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

### ***Table of Forms***

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**1. LETTER OF ACCEPTANCE**

[Letterhead paper of the Purchaser]

[date]

To: [name and address of the Supplier]

Subject: Notification of Award Contract No. . . . . .

This is to notify you that your Bid dated . . . . [insert date] . . . . for execution of the  
[insert name of  
the contract and identification number, as given in the SCC] for the Accepted  
Contract Amount  
of [insert amount in numbers and words in Rupees], as corrected and modified in  
accordance with  
the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 15 days in accordance with  
the Conditions of Contract, using for that purpose the of the Performance Security Form  
included in Section X, Contract Forms, of the Bidding Document.

Authorized Signature:

Name and

Title of Signatory:

Name of

Agency:

Attachment: Contract Agreement

## **2. CONTRACT AGREEMENT**

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS CONTRACT AGREEMENT is made

the [insert: number] day of [insert: month], [insert: year].

BETWEEN

(1) [Commissioner and Director of Municipal Administration., Vaddeswaram], a [ insert description of type of legal entity, for example an agency of the Ministry of the Government of India}, or corporation incorporated under the laws of India] and having its principal place of business at [4<sup>th</sup> floor ,Prime hill crest, Vaddeswaram Village,Mangalagiri. ] (hereinafter called “the Purchaser”), and

(2) [insert name of Supplier], a corporation incorporated under the laws of [insert: country of Supplier] and having its principal place of business at [insert: address of Supplier] (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., [insert brief description of Goods and Services] and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of [insert Contract Price in words and figures, expressed in Rs] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract Agreement. This Agreement shall prevail over all other contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed below.

- (a) The letter of Acceptance
- (b) this Contract Agreement
- (c) Letter of Bid – Technical Part
- (d) The Supplier’s letter of Bid – Financial Part and original completed Schedules including Price Schedules
- (e) Special Conditions of Contract
- (f) General Conditions of Contract
- (g) Technical Requirements (including Schedule of Requirements and Technical Specifications)

(h) [Add here any other document(s) listed in GCC/SCC as part of contract]

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Commissioner and Director of Municipal Administration., Vaddeswaram hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of [insert the name of the Contract governing law country] on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: [insert signature]

in the capacity of [insert title or other appropriate designation]

in the presence of [insert identification of official witness]

For and on behalf of the Supplier

Signed: [insert signature of authorized representative(s) of the Supplier]

in the capacity of [insert title or other appropriate designation]

in the presence of [insert identification of official witness]

### **3.Performance Security – Bank Guarantee**

[Guarantor letterhead or SWIFT identifier code]

Performance Guarantee No [Insert guarantee reference number]

Date: [Insert date of issue of the guarantee]

To: [name of Purchaser]

[address of Purchaser]

WHEREAS [name and address of Supplier<sup>17</sup>] (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. dated to execute

[name of Contract and brief description of Goods and related Services] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Applicant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Applicant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on Behalf of the Applicant, up to a total of [amount of guarantee<sup>18</sup>] [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

We further agree that no change or addition to or other modification of the terms of the Contract or of the Goods and related Services to be supplied there under or of any of the Contract documents

In the case of a JV, insert the name of the Joint Venture

An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.

### ANNEXURE – 1

Sl. No.	Name of the District	ULB Name
1	Srikakulam	Amudalavalasa
2	Srikakulam	Ichapuram
3	Srikakulam	Palasakasibugga
4	Vizianagaram	Bobbili
5	Vizianagaram	Nellimarla
6	Vizianagaram	Rajam
7	Manyam	Amudalavalasa
8	Manyam	Parvathipuram
9	Manyam	Saluru
10	Anakapalli	Narsipatnam
11	Anakapalli	Yelamanchili
12	Kakinada	Gollaprolu
13	Kakinada	Peddapuram
14	Kakinada	Pithapuram
15	Kakinada	Samalkot
16	Kakinada	Tuni
17	Kakinada	Yeleswaram
18	Konaseema	Amalapuram
19	Konaseema	Mandapeta
20	Konaseema	Mummidivaram
21	Konaseema	Ramachandrapuram
22	East Godavari	Kovvur
23	East Godavari	Nidadavole
24	West Godavari	Akiveedu
25	West Godavari	Bhimavaram
26	West Godavari	Palakol
27	West Godavari	Tadepalligudem
28	West Godavari	Narasapur



<b>Sl. No.</b>	<b>Name of the District</b>	<b>ULB Name</b>
29	West Godavari	Tanuku
30	Eluru	Chinthalapudi
31	Eluru	Jangareddygudem
32	Eluru	Nuzvidu
33	Krishna	Gudivada
34	Krishna	Pedana
35	Krishna	Vuyyuru
36	Krishna	YSR Tadigadapa
37	Ntr	Jaggiahpet
38	Ntr	Kondapalli
39	Ntr	Nandigama
40	Ntr	Tiruvuru
41	Guntur	Narsaraopeta
42	Guntur	Ponnur
43	Guntur	Tenali
44	Bapatla	Bapatla
45	Bapatla	Addanki
46	Bapatla	Chirala
47	Bapatla	Repalle
48	Palnadu	Chilakaluripet
49	Palnadu	Dachepalli
50	Palnadu	Gurazala
51	Palnadu	Macherla
52	Palnadu	Piduguralla
53	Palnadu	Sattenapalli
54	Palnadu	Vinukonda
55	Prakasam	Chimakurthy
56	Prakasam	Darsi
57	Prakasam	Giddalur

<b>Sl. No.</b>	<b>Name of the District</b>	<b>ULB Name</b>
58	Prakasam	Kanigiri
59	Prakasam	Markapur
60	Prakasam	Podili
61	Nellore	Alluru
62	Nellore	Gudur (N)
63	Nellore	Atmakur (N)
64	Nellore	Buchireddy Palem
65	Nellore	Kandukur
66	Nellore	Kavali
67	Chittoor	B Kothakota
68	Chittoor	Kuppam
69	Chittoor	Nagari
70	Chittoor	Palamaneru
71	Chittoor	Punganur
72	Chittoor	Puttur
73	Kadapa	Badvel
74	Kadapa	Jammalamadugu
75	Kadapa	Mydukur
76	Kadapa	Proddatur
77	Kadapa	Pulivendula
78	Kadapa	Kamalapuram
79	Kadapa	Yerraguntla
80	Kurnool	Adoni
81	Kurnool	Gudur (K)
82	Kurnool	Yemmiganur
83	Anantapur	Gooty
84	Anantapur	Guntakal
85	Anantapur	Kalyandurgam
86	Anantapur	Rayadurg

<b>Sl. No.</b>	<b>Name of the District</b>	<b>ULB Name</b>
87	Anantapur	Tadipatri
88	Annamayya	Madanapalle
89	Annamayya	Rajampeta
90	Annamayya	Rayachoty
91	Nandyal	Nandyal
92	Nandyal	Allagadda
93	Nandyal	Atmakur (K)
94	Nandyal	Bethamcharla
95	Nandyal	Dhone
96	Nandyal	Nandikotkur
97	Sri Satya Sai	Puttaparthi
98	Sri Satya Sai	Dharmavaram
99	Sri Satya Sai	Hindupur
100	Sri Satya Sai	Kadiri
101	Sri Satya Sai	Madakasira
102	Sri Satya Sai	Penukonda
103	Tirupathi	Naidupet
104	Tirupathi	Srikalahasti
105	Tirupathi	Sullurpet
106	Tirupathi	Venkatagiri

Note: The quantities to be supplied for each ULB & HOD office will be intimated after Award of Contract.

## ANNEXURE – 2

Sl. No.	Name of the District	ULB Name
1	2	3
1	SRIKAKULAM	SRIKAKULAM
2	VIJAYANAGARAM	VIJAYANAGARAM
3	VISAKHAPATNAM	VISAKHAPATNAM
4	KAKINADA	KAKINADA
5	EAST GODAVARI	RAJAHMUNDRY
6	ELURU	ELURU
7	KRISHNA	MACHILIPATNAM
8	NTR	VIJAYAWADA
9	GUNTUR	GUNTUR
10	GUNTUR	MANGALAGIRI TADEPALLI
11	PRAKASAM	ONGOLE
12	SPR NELLORE	NELLORE
13	CHITTOOR	CHITTOOR
14	TIRUPATHI	TIRUPATHI
15	YSR KADAPA	KADAPA
16	ANANTAPUR	ANANTAPUR
17	KURNOOL	KURNOOL
	<b>TOTAL</b>	

Note : The quantities to be supplied for each ULB & HOD office will be intimated after Award of Contract.