

# Tender Schedule(RFP)for Selection of Agencies for Supply of Desktops & Laptops



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**Government of Andhra Pradesh**  
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## TENDER NOTICE

This Request For proposal/Tender Document is being published by Department of Agriculture, Government of Andhra Pradesh to select an agency for supply of Desktops & Laptops. All interested bidders shall pay EMD and submit their Technical responses (off line) and Financial responses (Online) through e-Procurement platform i.e [www.apecurement.gov.in](http://www.apecurement.gov.in)

This RFP document comprises of 3 sections namely;

- Section 1 : Scope of Work and Technical requirements
- Section 2 : Instructions to Bidders & Bid Process
- Section 3 : Draft Contract Agreement

Bidders are advised to study this Tender document carefully before submitting the Bids in response to the Tender notice. Submission of a Bid in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

This Tender document is not transferable. Before submission of bids, bidders must ensure that scanned copy of all the necessary documents have been attached with the bid. The Agriculture Department is not responsible for delay in Bid submission due to any reason. Bidders are advised to submit the necessary EMD, and Bid documents on the e-Procurement Portal well in advance. Bidders are requested to attend a pre-bid meeting as per details provided on the e-Procurement Portal.

### Critical Information:

Bid calling date	04.10.2023
Pre-bid Meeting (Offline) @ IHC Corporate, Bus Depot road, Mangalagiri, Guntur Dt, AP	07.10.2023 @ 11 AM
Technical Bid closing date (Offline) @ IHC Corporate, Bus Depot road, Mangalagiri.	10.10.2023 @ 11AM, Virtual or Physical demo of the Products along with brochure to be done by the Bidder
Communication to technically qualified bidders	11.10.2023 through e-mail/Phone
Financial Bid (Online) <b>(e procurement portal only)</b>	13.10.2023 01.00 PM. Reverse Auction will follow
Department of Agriculture Contact persons	SE(DAC) : 73373 46678 AO(DAC): 89854 09434
Department of Agriculture Reference No.	Department of Agriculture AGC02-30029/14/2023

### Note:

- All the bidders should take care of validity of digital keys themselves.
- No assistance pertaining to digital keys from this office.

- Bidders should contact e-Procurement Portal contact No's only.

Tenders are invited by Commissioner of Agriculture, Dept of Agriculture, Government of Andhra Pradesh on e-Procurement platform from the Original Equipment Manufacturers / Agencies authorized by OEM for the supply of Computers.

Commissioner of Agriculture shall issue Purchase Orders (POs) to supply the Computers based on the need and requirement of the Department only. The number of Computers may be increased or decreased depending on the requirement. **Bidders should note that all prices quoted shall remain unchanged for duration of 11 months from the date of issue of Letter of Intent (LoI).**

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## SECTION 1: SCOPE OF WORK AND TECHNICAL REQUIREMENTS

This section provides details pertaining to the following:

- Introduction
- Scope of Work
- Details of the Computers and Specifications
- Project Duration & Timelines

### 1. Introduction

The Department of Agriculture is implementing different welfare schemes for the benefit of farmers across the state. Many Software applications were developed and still some are being developed. NIC, Vijayawada is the software developer requires some Desktops & for the development and maintenance of software applications.

In view of the above, the Special Commissioner of Agriculture, Department of Agriculture, Government of Andhra Pradesh intends to procure Computers/Laptops for the above purpose.

### 2. Scope of Work

The following activities are to be carried out by the bidder under this assignment;

- a) Supply the Desktops/Laptops as per the Technical specifications of this tender document. It is the responsibility of the bidder to ensure that all related components of the Desktops/Laptops such as, key board, Mouse, CPU, Installation Manual, Related software etc.
- b) Provide Warranty as mentioned in the Technical specifications.
- c) The Desktops/Laptops have to be supplied at the Commissionerate Office, Guntur/Mangalagiri. It is the responsibility of the bidder to arrange for the necessary logistics and ensure the smooth transportation of Computers/Laptops at their own cost. The Bidder is responsible for any damages caused during the transportation. Any, such damaged items has to be replaced by the bidder invariably at no additional cost to Special Commissioner of Agriculture, AP, Guntur.
- d) Bidder is responsible for paying all the logistics, taxes and levies etc during transport of items.

### 3. Technical Specifications of Desktops & Laptops

The Agriculture department requires the Desktops/Laptops, with following technical specifications. The bidder has to clearly mention in their technical bid, the Make and Model of the proposed Desktops/Laptops which meets the Technical specifications provided below.

**Desktops for Development:**

Quantity	10 No.s
Processor	Intel i7 Processor 12th Gen or Equivalent Processor or Higher
RAM	128 GB
OS	Windows 11 Pro Factory Preloaded with License
Storage	1 TB SSD and 1 TB HDD
Screen Size	24 inches
LAN port	10/100/1000 Mbps with Wifi

<b>Parameters / Feature</b>	<b>Detailed Specifications</b>
Make & Model	
Motherboard	Commercial Class Compatible Chipset
RAM	128 GB DDR5 RAM up to 4800 Mhz or higher Memory with DDR5-4800 UDIMM module, Max 128 GB, 4 DIMM slots
Disk Drive	a) Min. 1TB SSD M.2 for OS partition, b) Min. 1 TB 7200 RPM 3.5" SATA Hard Drive
Graphics	Integrated
Keyboard	Minimum 104 keys (Same make as PC)
Mouse	2/3 Button Optical Scroll Mouse (Same make as PC)
Audio	Integrated audio controller with internal speaker
Ethernet	Integrated Gigabit 10/100/1000 Ethernet Controller
WLAN & Bluetooth	Wi-Fi 6E AX211 802.11ax 2x2 160 MHz with 5.3 WW Bluetooth
PCI Slots	(1) PCI Express 4.0 x16 (2) PCI Express 3.0 x1 (2) M.2 slots
Ports	Total 10 USB ports - minimum 2 * USB 2.0 and minimum 2 * USB 3.0 or better, a headphone output and a microphone jack, RJ-45 network interface and audio Line in/line out jack, minimum 2 distinct ports VGA /HDMI /DP
Power Supply	260 W with 90% efficiency or better
Form Factor	Small Form Factor / Micro Tower/Tower Form Factor
Monitor	OEM make 24" FHD 16:9 aspect ratio, TCO 9.0 compliant.

Software	a) Should come pre-installed with 64 bit Windows 11 Professional Edition with latest service pack. (b) Each desktop should have Restore CD or DVD / Recovery partition. (c) The latest system drivers should be available on OEM's website for the entire lease period.
Diagnostic Tool / Software	Diagnostic tool for hardware diagnostics
Security	(a) Hardware/Software based endpoint security controller TPM 2.0 (b) Support for chassis cable lock devices & Support for chassis padlocks devices (c) Power-On Password, Setup Password, (d) USB Interface Control,
Certifications	(a) OS Certification from Microsoft (b) For OEM & Vendor : ISO 9001 & ISO 14001 (Latest version) (c) RoHS compliant (d) Energy Star compliant
Warranty	3 Years OEM onsite, labour , parts warranty

**Desktops for PMU and support:**

Quantity	40 No.s
Processor	Intel i7 Processor 12th Gen or Equivalent Processor or Higher
RAM	32 GB
OS	Windows 11 Pro Factory Preloaded with License.
Storage	1 TB HDD + 512 SSD drive
Screen Size	24 Inches
LAN Port	10/100/1000 Mbps with Wifi

**General Specifications for 40 No.s Desktops:**

Item	Specifications
Form Factor	Tower/Micro Tower/Mini Tower
Chassis	Tool-less Chassis (Tool-less Hard Drive, Memory & Optical drive Removal)
Chipset	Commercial Class Compatible Chipset
Memory	32 GB DDR4-3200 Memory expandability up to 64 GB with 4 DIMM Slots
Storage	a) Min. 512 GB SSD M.2 for OS partition, b) Min. 1 TB 7200 RPM 3.5" SATA Hard Drive
Audio	Integrated audio controller with internal speaker of at least 2W



Graphics	Integrated
Operating System	Microsoft Windows 11 Professional with OEM Recovery DVD or option of Cloud Recovery
Networking	Integrated Gigabit 10/100/1000 Ethernet Controller , Wi-Fi 6E AX211 802.11ax 2x2 with Bluetooth
Ports	Video: 1 Display Port , 1 HDMI , 1 VGA , USB:2 USB 2.0, 3 USB 3.2 Gen 1, 3 USB 3.2 Gen 2, 1 USB Type C
Slots	1 PCI Express v4.0 x16, 1 PCI Express v4.0 x1 , 1 PCI, 2 M.2, Integrated 5-in-1 SD card reader, 3 SATA Ports
Bays	2X 3.5" Internal , 1 External bay
Keyboard	USB Wired Keyboard,
Mouse	USB Optical Wired Mouse
Power Supply	260 W with 90% efficiency or better
Volume	No More than 16 L
Security	Hardware/Software based endpoint security controller TPM 2.0 ,
Certifications	Microsoft Windows 11, FCC,CE, RoHS, UL, EPEAT, Energy Star, TCO, MIL STD 810, ISO 9001,14001,20001,27001 for OEM and ISO 9001,14001,20001,27001 for Vendor
Display	24" with Minimum resolution of 1920X1080, with VGA , HDMI, Display Port , TCO 9.0 Certified (Same OEM as desktop)
Warranty	3 Years onsite

**Laptops:**

Quantity	4 Laptops
Processor	Intel i7 Processor 12th Gen or Equivalent Processor or Higher
RAM	128 GB
OS	Windows 11 Pro Factory Preloaded with License
Storage	1 TB SSD and 1 TB SATA HDD

**General Specifications for 4 No.s Laptops**

	Item	Specifications
	Form Factor	Clamshell
	Chassis	With metallic hinges+ Metallic Body
	Chipset	Compatible Chipset
	Graphics	Integrated graphics
	Audio	Integrated audio controller with 2 Integrated stereo speakers
	Operating	Microsoft Windows 11 Pro Factory Pre-Loaded

	System	
	Networking Ports	Integrated Gigabit 10/100/1000 Ethernet Controller
		WiFi 6E and Bluetooth® 5.2 or Higher
		Video: 1 HDMI 2.0, Audio: 1 Headphone/microphone combo jack
		Min 3 x USB 3.1 Gen 1 Type A ( at least one shall be powered port) , 1 x USB 3.1 Gen 1 Type C (USB Power Delivery, Display Port)
	Slots	2 M.2 for WLAN & Storage
	Keyboard	Full size textured island-style keyboard+ Backlit+Spill Resistant
	Touchpad	Touchpad with multi gestures support
	Battery	3-cell, 50 Whr Li-ion Long-life Battery with 1000 charge or Higher Whr should Support battery fast charge - Approximately 90% in 90 minutes
	Power Supply	65 W with 88% average efficiency or better Adapter
	Weight	Up to 3.0 Kg including battery
	Security	Hardware / Discrete TPM 2.0 + Finger Print Reader Provision fr sensor based locking of notebook and event storage in case of physical tampering. Self Healing BIOS security lock slot
	Manageability	Integrated utility to enables hardware level testing outside the operating system & Drivers should be available on OEM Website for download
	Certifications	Microsoft Windows 11 Pro Edition FCC,CE, RoHS, UL, EPEAT, Energy Star ISO 9001,14001,20001,27001 for OEM
	Display	15 " and above, FHD (1920 x 1080), IPS, , anti-glare, 250 nits with digital microphone and HD Webcam
	Warranty	3 Years onsite including battery
	Ruggedity	Minimum 18 MIL STD Test Passed

**Note:** The Specifications provided above are minimum and the bidders are free to quote any equipment which is equivalent or better in terms of specifications.

### **Quality of the Equipment & Timeliness of Supply:**

The successful bidder should not compromise on the quality and should supply the items strictly as per tender specifications.

The entire items supplied by the Bidders will be verified by a team of technical experts after the completion of supply.

Any item, if found sub standard or not as per Tender specifications, the supplier is liable to the action taken by the Department of Agriculture and the Supplier will be blacklisted in the state on participation of future Tenders and the same will be publicized across the country.

The Supplier should supply the items as per the timelines failing which the bidder attracts for penalization.

## **4. Duration & Timelines**

### **4.1 Duration**

The Special Commissioner of Agriculture, Department of Agriculture issues Letter of Intent (LoI) to the successful bidder. The successful bidder has to submit Acceptance letter to Commissioner of Agriculture. Further, the bidder has to submit the Performance Bank Guarantee. On receipt of Performance Bank Guarantee from the bidder, Commissioner of Agriculture issues the Purchase Order/s (PO) to the successful bidder to the number of quantity based on the need, towards the supply of the above items. The number of items may increase to meet the Departments requirement

### **4.2 Timelines**

Activity-wise timelines is shown in the table below:

<b>S. No.</b>	<b>Activity</b>	<b>Timelines by which activity needs to be completed</b>
1.	Issuance of LOI by Commissioner of Agriculture, Department of Agriculture, AP	T0
2.	Submission of PBG by successful bidder	T0 +3 days = T1
3.	Issuance of PO (for required quantity) by Commissioner of Agriculture, Department of Agriculture	T1 +1 day = T2
4.	Delivery of Desktops, & Laptops	T2 + 3 Weeks but not exceeding 4 weeks

## SECTION 2: INSTRUCTIONS TO BIDDERS & BID PROCESS

### 1. General Instructions to Bidders

#### 1.1 Completeness of Response

Bidders are advised to study all instructions, forms, requirements and other information in this document carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to this document will be at the Bidder's risk and may result in rejection of its Proposal.

#### 1.2 Proposal preparation costs & related issues

The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by facilitating the evaluation process.

Department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

This RFP does not commit to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award or for preparing this RFP.

#### 1.3 Right to terminate the process

The Special Commissioner of Agriculture, has right to terminate the RFP process at any point of time without assigning any reason. Department of Agriculture makes no commitments, express or implied, that this process will result in a business transaction with anyone.

This RFP does not constitute an offer by Department of Agriculture. The bidder's participation in this process may result in short listing of the bidder.

#### 1.4 Preparation of Proposals

The Proposal as well as all related correspondence exchanged by the bidders and Department of Agriculture shall be written in English language, unless specified otherwise.

In preparing their Proposal, Bidders are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

The Technical Proposals shall contain an Executive summary giving a brief overview of the way the bidder proposes to achieve the outcomes and the assessment of resources required.

The bidder is expected to submit the Technical Proposal as per this document. Submission of the wrong type of Technical Proposal will result in the proposal being deemed non-responsive. The Technical Proposal shall not include any financial information.

The Financial Proposal shall be prepared & submitted through online only in the aprocurement portal.

### **1.5 Submission of Responses**

The bidder shall submit the Technical Proposal (off Line) at Commissionerate of Agriculture, Chuttugunta Center, Guntur, Andhra Pradesh -522004 on or before last date & time given in this document. The technically qualified bidders will be intimated through mail or phone to participate in the Financial bid. All the Bidders are requested to keep a Scanned copy of all the documents (document wise) submitted by them to upload in the portal before submitting the financial bid. The Financial bid must be submitted through [www.apecurement.gov.in](http://www.apecurement.gov.in) only on or before last date & time given in this document. **The Financial bid shall be inclusive all the taxes, logistics, handling charges and any other applicable charges.**

The bids submitted by telex/telegram/fax/e-mail, etc shall not be considered. No correspondence will be entertained on this matter.

The original proposals both Technical and Financial shall contain no interlineations or overwriting, except as necessary to correct the errors made by the bidders themselves. The Bidder can authorize a person to sign all the documents and the same authorized representative who has signed the proposal shall initial the corrections.

An authorized representative of the bidder shall initial on all the pages of the original Technical and Financial Proposals. Only the authorized representatives can attend the Pre-bid meeting.

One set of the documents necessary for Qualification given in this document shall be submitted. Another set has to be kept with the bidder to upload in the eprocurement portal. An authorized representative of the bidders shall initial (sign) all pages of Qualification documents submitted.

Department of Agriculture reserves the right to modify and amend any of the above-stipulated condition /criterion depending upon assignment/project priorities vis-à-vis urgent commitments at any point of time.

### **1.6 Short listing Criteria**

Department of Agriculture will shortlist bidders who meet the Qualification criteria mentioned in this RFP document.

Any attempt by a Bidder to influence the bid evaluation Process may result in the rejection of its RFP Proposal.

Bids received by Commissioner of Agriculture, Dept of Agriculture, Andhra Pradesh shall be evaluated by a Technical committee formed for evaluation purposes. All bids shall be initially checked for satisfying the Technical Eligibility criteria mentioned below. All bids that satisfy the eligibility criteria shall be considered for the Technical evaluation process.

## 2. Technical Eligibility Criteria

Only those interested bidders who satisfy the following eligibility criteria should respond to this Tender. Bidders have to submit proper documentary proof mandatorily, for each of the clause, failing which the bid is subject to rejection.

S No.	Clause	Documentary Proof
1.	The Bidder shall be a Original Equipment Manufacturer (OEM) of the items or an Agency authorized by OEM <b>(In case of Authorized by OEM - Authorization for only one bidder from each OEM shall be considered.)</b> The Bidder must be a company registered in India under companies Act 1956 or partnership Act 1932 and should have been in operation for a period of at least 3 years as on tender published date. (Trusts and societies are not eligible to bid for this project)	Certificate of incorporation/ Company registration certificate. Valid GST registration certificate& PAN Card Authorization Letter from OEM mentioning the Tender ID .
2.	The OEM / Authorized by OEM (bidder) should not be declared blacklisted / ineligible / debarred by any Government or Private Organisation or has been found to have been engaged in activities or practices which are corrupt, fraudulent, Non Satisfactory work performed or any other unethical business practices, as on date of bid submission.	Self-Declaration from the Bidder as per from authorized signatory of the firm
3.	Bidder should have supplied Desktops & Laptops and should have been in the business in India for a minimum period of 3years as on date of publishing of Tender.	Work orders confirming year and area of activity. Memorandum and Articles of Associations.
4.	The Bidders (OEMs) should have anturnover as detailed below in last five financial years. Computers – Rs.100 Cr The Bidders (Authorized by OEMs) should have turnover as detailed below in last three financial years. Computers/laptops – Rs.10 Cr	Supporting documents such as; • Annual financial statements for the last three financial years. • Certified letter to be submitted from Chartered Accountant who is auditing the company clearly mentioning whether the Bidder Company is running with profit/loss – year wise for the last 35 years.

S No.	Clause	Documentary Proof
		Work Orders OR Purchase Orders and Documentary evidences of delivery OR Letter from customer on customer's letter head duly signed and sealed by competent authority.
5.	The Bidders (OEMs) should have positive net worth of at least INR 10 Cr for each of the last three Financial years. The Bidders (Authorized by OEM) should have positive networth of at least 2 Cr for each of the last 3 financial years.	Chartered Accountant certificate for net-worth for the last three financial years. Audited annual financial results of the Bidder for the last three financial years.
6.	The Make / Model of items proposed by the bidder should completely comply with all the Technical Specifications of Desktops/Laptops	Technical Specifications Compliance sheet shall be provided duly filled, signed and sealed by authorized signatory and submitted along with the technical bid.
7.	The Bidders should have Office in the State & Service Centers preferably in Vijayawada/Guntur	Proofs of the Office address & Service centers to be furnished.
8.	Earnest Money Deposit	The firm(s) shall require to submit the EMD in the form of Account Payee Demand Draft, or Bank Guarantee (to remain valid for a period of 90 days beyond final bid validity) from any of the Commercial Banks and could be drawn in favour of "Commissioner of Agriculture" payable at Guntur

**Note:**

- The Special Commissioner of Agriculture, Andhra Pradesh reserves the right to verify, if it so desires, the correctness of documentary evidence furnished by the bidder.
- Commissioner of Agriculture, Department of Agriculture, Andhra Pradesh reserves the right to seek clarifications if any, regarding the documents submitted or any information furnished by the bidder.
- In the absence of the any supporting documents stated above, the bid will be rejected.

**2.1 EMD**

Interested bidders shall pay EMD of an amount of 3 lakhs which shall be valid for 90 days. EMD of the successful bidder will be retained and the unsuccessful bidder will be returned without any interest within one month of time. EMD of the successful bidder shall be returned after the submission of Performance Bank Guarantee.

**2.2 Technical Evaluation Criteria**

Only those bids which satisfy the Technical Eligibility criteria stated above shall be considered for the Technical evaluation.

- a) The Technical Evaluation Committee constituted by Government will evaluate the responses to the Tender and all supporting documents / documentary evidences. To assist in the examination, evaluation and comparison of bids the Commissioner of Agriculture, Andhra Pradesh, at his discretion may ask the bidder for clarification / confirmation of compliance of its bid.
- b) The request for clarification / confirmation of compliance and the response shall be in writing. However, no post bid clarification / confirmation of compliance at the initiative of the bidder shall be entertained. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection of the bidder(s).
- c) The Technical Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- d) The Technical Evaluation Committee reserves the right to accept or reject any bid, and to annul the Tender process at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for this action.
- e) Each of the responses shall be evaluated as per the criteria and requirements specified in this Tender.
- f) The decision of the Committee will be final in this regard.

Bidder has to provide detailed Technical specifications of the items for which they propose to supply for this project. Also it is mandatory for the bidders to provide the Datasheet of each item they propose.

**Note:** During evaluation, if it is found that the technical specifications of any one or all items are inferior / lesser than the minimum technical specifications asked for in this tender document, then the Commissioner, Department of Agriculture, Andhra Pradesh shall technically disqualify the bidder.

S. No.	Criteria	Marks	Maximum Marks
1.	Bidders should have supplied and maintained Desktops/Laptops to at least 10 Government Or Private organizations in India in the last 3 financial years Work Orders / Purchase Orders and Documentary evidence for delivery on client letter head to be submitted.	0-5 :10 Marks 6-9 :20 Marks >=10 :40 Marks	40
2.	Bidders turnover in the last 3 financial years. Computers /Laptops– Rs.10 Cr	<b>Computers:</b> Turnover of <= 5 Cr :10 Marks Turnover of 6-9 Cr:20 Marks Turnover of >=10 Cr:40 Marks	40
3.	Having Office in the State & Service Centers in all the districts	<b>Office</b> Having Office in the State :20 Marks Not having office : 0 Marks	20
<b>Total</b>			<b>100</b>



The minimum qualifying marks in Technical Evaluation is 75.

### **3.0 Commercial Bid Evaluation**

All commercial bid details submitted on the e-Procurement portal of technically qualified bidders only shall be opened on the specified date and time. The evaluation committee shall evaluate the commercial bid values to ascertain its compliance to the clauses / criteria stated in this tender document.

Prices shall be quoted entirely in Indian Rupees. The prices shall be on a fixed price basis and should not be linked to the Foreign exchange. The accommodation, travel expenses, logistics, freight charges, octroi and any other expenses if any for completing the Scope of Work, should be borne by selected bidder. The quoted prices will be considered for evaluation. The Charges/fees quoted should be inclusive of all taxes, duties, etc., and the same shall be deducted as per provisions of law. The bidder who has quoted the lowest all inclusive price would be declared as L1 bidder.

After the closing of financial bid, Reverse auction will be initiated with all the bidders who quoted the Financial bid. The bidders should get registered for reverse auction process. For any assistance bidders may contact 08645-246370 / 71 / 72 / 73 / 74

Obtaining of Digital keys is the sole responsibility of the bidder. Updating digital key and renewal is also responsible of the bidder. Dept holds no responsibility for any lapses in obtaining or renewing of digital key for entering the Financial bid.

Registration for Reverse auction is the sole responsible for bidder and department of Agriculture holds no responsibility.

Reverse Auction time initially will be for 3 hours. If any bidder, bids in the last minute it will extend again for 15 minutes and so on.

Bidders should pay the processing fee while entering the price bid on the [www.ap.eprocurement.gov.in](http://www.ap.eprocurement.gov.in) portal which is mandatory.

### **3.1 Dept of Agriculture, Govt of AP's right to Accept Any Bid and to reject any or All Bid**

Dept of Agriculture, Govt of AP reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids at any point of time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for Dept of Agriculture, Govt of AP.

### **4.0 Negotiations**

The Department reserves the right to negotiate with the successful bidder based on the Prices. On completion of Reverse Auction, the Special Commissioner, Department of Agriculture, Andhra Pradesh reserves the right to negotiate, if needed, with the L1 bidder to reach agreement on all points and signing of contract.

### **5.0 Award of Contract**

The Special Commissioner of Agriculture, shall award the Contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest price bid, provided further that the bidder abides by all clauses / criteria stated in the tender and is determined to be qualified to perform the Contract satisfactorily. The Special Commissioner if desires, has the right to split the order to L2 subjected to agree supply the items at L1 price.

### **6.0 Warranty**

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

This warranty shall remain valid for duration mentioned in this tender after the Goods / items or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract.

### **7.0 Change Orders**

The Commissioner may at any time, by written order given to the Supplier, make changes within the general scope of the Contract.

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 delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

### **8.0 Contract Amendments**

Subject to tender clauses, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the both Commissioner & Supplier.

#### **8.1. Bidder's authorized signatory**

A Proposal should be accompanied by an appropriate board resolution or power of attorney the name of an authorized signatory of the Bidder stating that he is authorized to execute documents and to undertake any activity associated with the Bidder's Proposal. A copy of the same should be uploaded under the relevant section/folder on the e-Procurement portal. Furthermore, the bid must also be submitted online after being digitally signed by an authorized representative of the bidding entity.

## 8.2 Signing of Contract

Dept of Agriculture, Govt of AP will notify the successful Bidder that its bid has been accepted, Dept of Agriculture, Govt of AP will send the bidder the Contract Form, incorporating all the agreements between two parties.

Within 2-3 days of receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to Dept of Agriculture, Govt of AP and send copy to Dept of Agriculture, Govt of AP

## 9.0 Assignment

The Supplier shall NOT assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

### 9.1. Subcontracts

The Supplier shall NOT subcontract this contract in whole or in part.

## 10.0 Delays in the Supplier's Performance

Delivery of the Goods / items and performance of the Services shall be made by the Supplier in accordance with the time schedule specified in the tender.

If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods / items and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

Except as provided under Force Majeure clause of this tender, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon pursuant to without the application of liquidated damages.

## 11.0 Payment Terms

Payment to the successful bidder shall be made as per the terms defined below. All payments shall be made in Indian Rupees only. Payments are subject to deduction of taxes. Penalties, if any, as per the Service Levels defined in this tender, shall be deducted from the payments to be made to the successful bidder;

- a) **On Delivery:** 80% (Eighty percent) of the contract price shall be paid after receipt of Desktops, & Laptops and submission of Acknowledgement of receipt of items duly signed and sealed by the Commissioner of Agriculture.
- b) **On Final Acceptance:** The remaining 20% (Twenty percent) of the contract price shall be paid after one month of completion of Delivery and up on the submission of Consolidated Utilization Certificates from the concerned JDAs (In the format communicated by Commissionerate of Agriculture)

## 12.0 Force majeure

- a. The Firms/bidder shall not be liable for forfeiture of its EMD, liquidated damages, or termination for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b. For purposes of this clause, "Force Majeure" means an event beyond the control of the Firms/bidder and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Department of Agriculture in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- c. If a Force Majeure situation arises, the Firms/bidder shall promptly notify the Department of Agriculture in writing of such condition and the cause thereof. Unless otherwise directed by Department of Agriculture in writing, the Firms/bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## 12.1 Termination for insolvency

Department of Agriculture may at any time terminate the contract by giving 30 days written notice to the Firms/bidder if the Firms/bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Firms/bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Department of Agriculture.

## 12.2 Termination for convenience

- a. Department of Agriculture, may at any time by giving 30 days written notice to the Firms/bidder, terminate the Contract, in whole or in part, for its convenience. The notice of termination shall specify that termination is for the Department of Agriculture /Purchaser's convenience, the extent to which performance of the Firms/bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- b. Department of Agriculture may in the following events after giving a prior notice and conducting investigations if required, terminate:-
  - i. If the Bidder becomes Bankrupt or financially insolvent during the period of the contract.
  - ii. If it is found that the bidder has been convicted for any unlawful activities.
  - iii. If it is found that bidder has made gross misconduct or involved in practices injurious to the image and interest of the Department or has failed in performing his duties as per contract.

## 13.0 Resolution of disputes

- a. Department of Agriculture and the Firms/bidder 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.

- b. If, after thirty (30) days from the commencement of such informal negotiations, Department of Agriculture and the Firms/bidder have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified here in. These mechanisms may include, but are not restricted to, conciliation mediated by a third party.
- c. The dispute resolution mechanism shall be as follows:
- d. In case of a dispute or difference arising between Department of Agriculture and the Firm /bidder 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, of India, 1996.

#### **14.0 Governing language**

The contract shall be written in English. All correspondence and other documents pertaining to the contract which are exchanged by the parties shall be written in same languages.

#### **15.0 Applicable law**

The contract shall be interpreted in accordance with appropriate Indian Laws.

#### **16.0 Notices**

- a. Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by Telex, e-mail, Cable or Facsimile and confirmed in writing to the other party's address.
- b. A notice shall be effective when delivered or tendered to other party whichever is earlier.

#### **17.0 Taxes and duties**

The bidder shall be entirely responsible for all taxes, duties, license fee etc. incurred/to be incurred until delivery of the contracted services to Department of Agriculture or as per the terms of tender document if specifically mentioned.

#### **18.0 Standards**

- a. The technology and quality of the service should be of the highest standards available in the present market.
- b. Before shipping, the identified Firm will inform Department of Agriculture giving full details about these standards and take approval.

#### **19.0 Performance Bank Guarantee**

The schedule/Item wise selected successful bidder(s) is required to furnish an unconditional and irrevocable Performance Bank Guarantee for an amount 5% of the Bid Value up to the end of 90 days beyond the warranty period. Failure of the successful bidder to comply with the requirement of submitting the Performance Bank Guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

## 20.0 Rejection of Bids

Besides other conditions and terms highlighted in the tender document, bids may be rejected under following circumstances:

## 21.0 Technical Rejection Criteria

- Bids submitted without EMD & Tender Processing fee or with improper EMD & Tender Processing fee.
- Bids which do not conform to required validity period of the bids prescribed in the Tender.
- Failure to conform to Technical eligibility & evaluation criteria as per this tender.
- If the information provided by the Bidder is found to be incorrect/misleading at any stage/time during the Tendering Process.
- Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions.
- Bids without signature of person (s) duly authorized on required pages of the bid.
- Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.
- Technical Bid containing commercial details.
- Revelation of Prices in any form or by any reason before opening the Commercial Bid.
- Failure to furnish all information required by the tender Document or submission of a bid not substantially responsive to the Tender Document in every aspect.
- Failure to furnish proofs for information provided.
- Bidders not quoting for the complete Scope of Work as indicated in the Tender documents, corrigendum / addendum (if any) and any subsequent information given to the Bidder.
- Bidders not complying with the Technical and General Terms and conditions as stated in the tender Document.
- The Bidder not conforming to unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Levels defined in this tender.
- If the bid does not conform to the timelines indicated in the bid.
- Any false declaration by the bidder during the bidding process, following action may be taken:
  - Liable for Legal Action
  - Forfeiture of entire PBC
  - Forfeiture of any Released payments
  - Blacklisting of the Vendor

## 22.0 Commercial Rejection Criteria

- Incomplete Price Bid
- Price Bids in which prices are not quoted or zero price quoted for one or more Desktops & Laptops
- Total price quoted by the Bidder does not include all statutory taxes and levies applicable.
- Conditional price bid.

**Annexures – Bid Submission Formats**

**Annexure – 1: Technical Specifications Compliance sheet**

The **Technical Specifications Compliance** sheet provided in this Tender document has to be filled, sealed and signed by authorized signatory of the bidder and uploaded along with the Technical bid. Failure to submit the compliance sheet or bids with incomplete compliance sheet may be rejected by the Special Commissioner of Agriculture, Department of Agriculture, Andhra Pradesh.

Annexure – 2: Tender Form

TENDER FORM

Date:

Tender No:

To,  
The Special Commissioner of Agriculture,  
Department of Agriculture,  
Chuttugunta Center, Guntur - 522004  
Andhra Pradesh.

Sir,

Having examined the Tender Documents including Corrigendum / Addendum Nos.....  
[insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer  
to supply and deliver..... (*Description of Goods and Services*) in  
conformity with the said tender documents for the sum stated in the e-Procurement portal for  
this tender.

We undertake, if our tender is accepted, to deliver the goods in accordance with the Project  
Deliverables, Project Duration & Timelines.

If our tender is accepted, we will obtain the guarantee of a bank as prescribed in this tender.

We agree to abide by this tender for the Tender validity period and it shall remain binding upon  
us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this tender, together with your written  
acceptance thereof and your notification of award, shall constitute a binding Contract between  
us.

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.

We understand that you are not bound to accept the lowest or any tender you may receive.

We clarify/confirm that we comply with the eligibility requirements as per clauses of the tender.

Dated this ..... day of ..... 2023

\_\_\_\_\_

(Signature) (in the capacity of)

Duly authorized to sign Tender for and on behalf of \_\_\_\_\_



**Annexure – 3: Turnover**

*[Auditor's certificate shall be issued by the Chartered Accountant Firm/Chartered Accountant who regularly audit the Company's accounts]*

**TO WHOMSOEVER IT MAY CONCERN**

This is to certify that the annual turnover furnished by << COMPANY NAME >> for last 3 years as per the below format. This is as per the Statement of Accounts which has been duly verified by me and found correct.

<b>Financial year</b>	<b>Total Turnover of the Company (Rs. in Lakhs)</b>	<b>Total Turnover from sale of Computers &amp; Laptops (Rs. in Lakhs)</b>

Chartered Accountant Name:

Signature:

Seal:

**Annexure – 4: Manufacturer Authorization Form (MAF)**

(On OEM Letter Head)

*Note: This letter of authority should be on the letterhead of the concerned manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer.*

**Manufacturers Authorization Form (MAF)**

**Date: dd/mm/yyyy**

To,  
The Special Commissioner of Agriculture,  
Department of Agriculture,  
Chuttugunta, Guntur - 522004  
Andhra Pradesh.  
Sir,

Sub: Manufacturer Authorization for Supply, Installation & Maintenance of Desktops and Laptops  
Ref.: Tender No: <TENDER REFERENCE NUMBER> dated <DD/MM/YYYY>

We, \_\_\_\_\_ (name and address of the manufacturer), who are established and reputed manufacturers of \_\_\_\_\_ (name and description of goods offered) having factories at \_\_\_\_\_ (addresses of manufacturing locations) do hereby authorize M/s \_\_\_\_\_ (name and address of the Bidder) to submit bid, negotiate and sign the contract with you for the items manufactured by us against the above mentioned tender.

We also certify that the Products offered would not be discontinued or be declared end-of-life or end-of-support for a period of 5 years from the date of Purchase Order.

We hereby extend our full guarantee and onsite warranty for 3 (Three) years, as per tender conditions for the items offered for supply and support by the above firm against this tender.

Yours faithfully,

(Name)  
(Name of the manufacturers and seal)

Annexure - 5

Commercial Bidthrough Online at [www.apecurement.gov.in](http://www.apecurement.gov.in)

**Undertaking on Not Being Black-Listed**

(On company letter head)

**Undertaking on NotBeing Black-Listed**

Date: dd/mm/yyyy

To,  
The Special Commissioner of Agriculture,  
Department of Agriculture,  
Chuttugunta Center, Guntur - 522004  
Andhra Pradesh.

Sir/Madam,

Sub.: Undertaking on not being blacklisted.

Ref.: Tender No: <TENDER REFERENCE NUMBER> dated <DD/MM/YYYY>

We hereby confirm that << COMPANY NAME >> is not blacklisted by the Government of Andhra Pradesh or any of its agencies for any reasons whatsoever and not blacklisted by Central / any other State / UT Government or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade practices as on date of publishing of this tender.

Yours faithfully,

Authorized Signatory

Name of Signatory:

Date:

Place:

Note: This undertaking should be on the letter head of the bidder and should be duly signed and sealed by the authorized signatory of the bidder.

**Undertaking on Acceptance of Terms and Conditions in Tender**  
(On company letter head)

**Undertaking on Acceptance of Terms and Conditions in Tender**

Date: dd/mm/yyyy

To,  
TheSpecial Commissioner of Agriculture,  
Department of Agriculture,  
Chuttugunta, Guntur - 522004  
Andhra Pradesh.

Sir / Madam,

Sub.: Undertaking on acceptance of terms and conditions of this Tender.

Ref.: Tender No: <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

I have carefully gone through the Terms & Conditions contained in thistender document.

I hereby confirm that all the provisions of this tender Document& Corrigendum / Addendum issued are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

Authorized Signatory

Name of Signatory:

Date:

Place:

Note: This undertaking should be on the letter head of the bidder and should be duly signed and sealed by the authorized signatory of the bidder.

Undertaking on litigation(s)

(On company letter head)

To,  
The Special Commissioner of Agriculture,  
Department of Agriculture,  
Chuttugunta Center, Guntur - 522004  
Andhra Pradesh.

Undertaking on litigation(s)

This is to certify that << COMPANY NAME >> is not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this Tender.

Yours faithfully,

Authorized Signatory

Name of Signatory:

Date:

Place:

Note: This undertaking should be on the letter head of the bidder and should be duly signed and sealed by the authorized signatory of the bidder.

Performance Bank Guarantee (PBG)

Performance Bank Guarantee (PBG) for a period of Three Years

To,  
The Commissioner of Agriculture,  
Department of Agriculture,  
Chuttugunta Center, Guntur - 522004  
Andhra Pradesh.

WHEREAS ..... (Name of Supplier)

hereinafter called "the Supplier" has undertaken , in pursuance of Contract No.....  
dated,..... 2023 to supply.....(Description of  
Goods and Services) hereinafter called "the Contract".

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

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the  
Supplier, up to a total of ..... (Amount of the  
Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand  
declaring the Supplier to be in default under the Contract and without cavil or argument, any  
sum or sums within the limit of ..... (Amount of Guarantee) as aforesaid,  
without your needing to prove or to show grounds or reasons for your demand or the sum  
specified therein.

This guarantee is valid until the .....day of.....2026 (Up to 90 days beyond the  
Warranty period of 3 years)

Signature and Seal of Guarantors

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

Date.....2023

Address:.....

.....  
.....

### SECTION 3: DRAFT CONTRACT AGREEMENT

**THIS AGREEMENT** made the .....day of....., 2023 Between .....  
(Name of purchaser) of ..... (Country of Purchaser) (Hereinafter called "the Purchaser") of  
the one part and..... (Name of Supplier) of ..... (City and Country of  
Supplier) (Hereinafter called "the Supplier") of the other part:

**WHEREAS**,the Purchaser is desirous that certain Goods and ancillary services viz. (Brief  
Description of Goods and Services) and has accepted a tender by the Supplier for the supply,  
installation & maintenance of those goods and services in the sum of .....  
(Contract Price in Words and Figures) (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 be deemed to form and be read and construed as part of this Agreement, viz.:
  - a) this Tender document no. ....../...../.....
  - b) all corrigendum / addendum published for this tender
  - c) the Tender Form and the Price Schedule submitted by the Bidder;
  - d) the Schedule of Requirements;
  - e) the Technical Specifications;
  - f) the General Conditions of Contract;
  - g) the Special Conditions of Contract; and
  - h) Technical Bid, Commercial Bid & other letters (if any) from vendor accepting abidance to the tender conditions.
  - i) the Purchaser's Notification of Award.
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 Purchaser 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.

Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

(Information for Bidders it should not uploaded in e-Portal)



S. No.	BRIEF DESCRIPTION OF GOODS & SERVICES	QUANTITY TO BE SUPPLIED	UNIT PRICE	TOTAL PRICE	DELIVERY TERMS

**TOTAL VALUE:**

**DELIVERY SCHEDULE:**

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

said ..... (For the Purchaser)

in the presence of: .....

Signed, Sealed and Delivered by the

said ..... (For the Supplier)

in the presence of:.....