

**DEPARTMENT OF EDUCATION**  
**UT ADMINISTRATION OF DD & DNH**  
**RFP / TENDER NOTICE ( ON-LINE e-TENDER)**

Bids are invited from the interested parties (bidders) for Procurement of Laptop Computers for Department of Education, UT Administration of Daman & Diu and Dadra & Nagar Haveli in accordance with the conditions and manner prescribed in this Request for Proposal (RFP) document.

The detail of tendering process is as mentioned below:

<b>TENDER SUBJECT</b>	<b>Request for Proposal for Procurement of Laptop Computers for Education Department of UT of Daman &amp; Diu and Dadra &amp; Nagar Haveli.</b>
Bid Reference No.	DoE/DD/UDAAN/Purchase/2015-16/985 date: 10/11/2015
Non-refundable Tender document cost	INR 5,000
Tender document can be downloaded up to	30/11/2015
EMD amount	INR Rs.20,00,000
Last date for submission of Pre-bid queries	16/11/2015
Date & time of Pre-bid conference	19/11/2015 at 11.00 hours
Venue of Pre Bid conference	Conference hall, Secretariat, Fort area, Moti Daman, Daman - 396220
Date of release of responses to Pre-bid queries	On or before 23/11/2015
Last Date & time for Bid Submission by the bidders	03/12/2015 14:00Hrs(Online) 03/12/2015 13:00Hrs (Physical submission of only technical bid)
Venue for Submission of proposals by the bidders	Department of Education, UT Administration of Daman & Diu, Secretariat, Daman-396220
Place, Date & Time of opening of Technical proposals	03/12/2015 16:00 Hrs Conference hall, Secretariat, Fort area, Moti Daman, Daman - 396220
Place, Date & Time of opening of Commercial bids	Conference hall, Secretariat, Fort area, Moti Daman, Daman – 396220 Date and time will be intimated to qualified bidders.
Contact address for queries	<a href="mailto:daman.education@gmail.com">daman.education@gmail.com</a>

The Bids which do not confirm to the requirement of the Bid shall be rejected summarily and no reasons whatsoever shall be given to that effect. The Department reserves the rights to reject the whole or part of any Bid without assigning any reasons.

**The Asstt. Director (Education),**  
**UT Administration of Daman & Diu**

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# SECTION – 1

## Invitation to Bidders

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# 1 Section 1: Invitation to Bidders

The invitation to bid is for Procurement of Laptop Computers for Education Department of UT of Daman & Diu and Dadra & Nagar Haveli.

The bidders are advised to study the tender document carefully. Submission of bids shall be done after careful study and examination of the tender document with full understanding of its implications. This section provides general information about the Issuer (i.e. UT Administration of Daman and Diu, and Dadra & Nagar Haveli), important dates and addresses and the overall eligibility criteria for the bidders.

## 1.1 About the RFP Document

The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with UT Administration of DD & DNH in relation to the provision of services. Neither UT Administration of DD & DNH nor officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document. While care has been taken to ensure that only open-source standards and solutions are proposed / used, however some components or sub-components proposed / used may not be conforming to open-source standards. Further, while all the components proposed have been chosen and verified with extreme care, UT Administration neither guarantees, nor offers any warranties / representations, nor accepts any liabilities with respect to the performance of the components proposed.

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## 1.2 Key Events and Dates

<b>TENDER SUBJECT</b>	<b>Request for Proposal for Procurement of Laptop Computers for Education Department of UT of Daman &amp; Diu and Dadra &amp; Nagar Haveli.</b>
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Contact address for queries	<a href="mailto:daman.education@gmail.com">daman.education@gmail.com</a>

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# SECTION – 2

## Background

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## 2 Section 2: Background

Information Technology is a major tool for developments in all sectors of life. Government is also using Information Technology in its day to day activities. Government of India has realized its utility in bringing transparency, increasing speed and efficiency in all the government work. And therefore has initiated several projects under the e- mode.

In view of the above, the priority given by the government, it is necessary for the education system also to be upgraded to the level so that the students from school itself become E-SAVVY. Taking this consideration, the UT Administration of DD & DNH intends to provide a basic platform to the students of both the territory by providing them with Laptops so that the students use the technology in enhancing their study skills.

The scheme shall be as follows:

Name of the scheme: UDAAN

Providing Laptops to the students of UT Administration of Daman & Diu and Dadra & Nagar Haveli

Beneficiaries:

The laptops shall be provided to all the students of Govt. & Govt. aided Higher Secondary School of class XI , the first year students of government polytechnic and ITI (COPA & IT Trade only).

### 2.1 About UT of Daman & Diu

The Union Territory of Daman and Diu, constituting an area of 112 Sq. Km, is located at the west coast of India on the Arabian Sea. The territory has two districts namely Daman and Diu, both on the sea side and enclosed with the state of Gujarat. Due to their location and weather advantages, they offer excellent potential for tourist traffic.

#### **Daman**

Daman constitutes of 72 Sq. kilometers geographical area and is situated at 20-22'-00" to 20-27'-25" latitude north of equator and between meridian 72-49'-42" to 72-54'-43" longitude. An important location advantage of Daman is its close proximity to Mumbai and is only 13 kilometer away from the nearest railway station, Vapi.

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## **Diu**

The district of Diu is a tiny island located slightly off the coast of Kathiawad, near the port of Veraval in Gujarat with a coastal length of 21 kilometer. It is 768 kilometers away from Daman. Diu is bounded by Junagadh and Amreli District of Gujarat in the North and by the Arabian Sea from three sides. It is situated between 20°-44'-34" to 20°-42'-00" latitude north of equator and between meridian 71°-00'-24" to 71°-52'-26" longitude east of Greenwich.

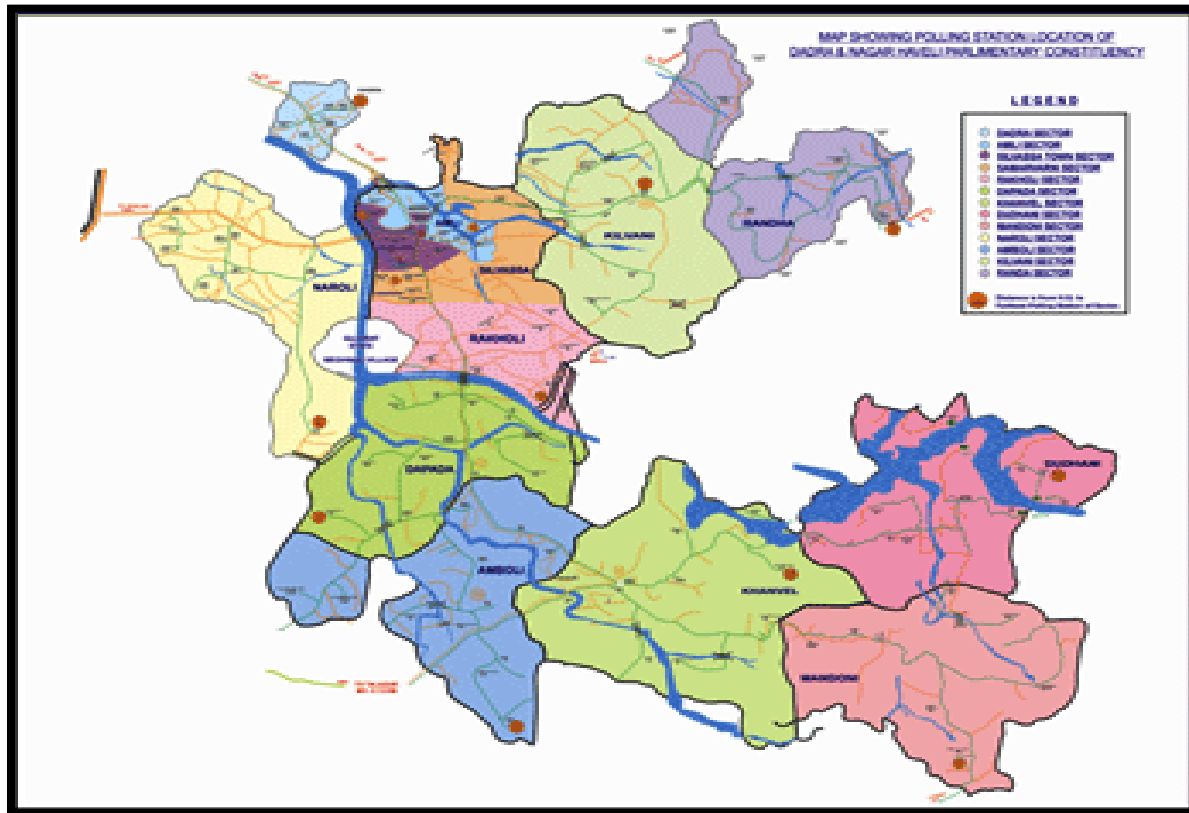
Its length from the extreme north and south measures 4.6 kilometers and width from east to west measures 13.8 kilometers. The nearest railway station is Delwada at a distance of 9 kilometers from Diu. A portion of Diu district is on the main land which is named Ghoghla.



## 2.2 About UT of Dadra and Nagar Haveli

The area of Dadra & Nagar Haveli spread over 492.00 sq.kms, land locked between Gujarat in North and Maharashtra in South was liberated from Portuguese Rulers by the people themselves on 2nd August 1954. The people of the UT established free Administration of Dadra & Nagar Haveli, which was merged with the Union of India in the year 1961. The area has certain unique characters which include the single taluka, single district and single block character. The Map of Dadra & Nagar Haveli is as follows:-





The UT of Dadra & Nagar Haveli is located on the western side of the foot hills of Western Ghats and has undulating terrain in 40% of the total geographical area, which is covered with forests and thus offers it a look of woodland. The major river Daman Ganga and its tributaries crisscross the Union Territory and drain into Arabian Sea at Daman. As per the 2011 census, the Union Territory of Dadra & Nagar Haveli has a population of 3.43 lakhs.

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# SECTION – 3

## Pre-Qualification Criteria

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### 3 Pre-Qualification Criteria

The bidder shall fulfill all of the following eligibility criteria:

Sr. No.	Pre-qualification Criteria	Supporting Documents
1	The bidder has to submit a DD against the cost of the tender document for an amount of Rs. 5,000/- (Five thousand only)	DD No.: Bank: Date:
2	<p>The bidder has to submit a DD / Bank Guarantee/FDR against Earnest Money Deposit (EMD) for an amount of Rs. 20,00,000/- (Twenty lacs only).</p> <p>The EMD should be denominated in Indian Rupees, and should be in the form of a Demand Draft /FDR issued by a Nationalized /Scheduled Bank, in favour of Director, Education, payable at Daman or Bank guarantee from any of the Commercial /nationalized banks in an acceptable form, safeguarding the UT administration interest in all respects, valid for period of not less than 6 months.</p>	DD /FDR /B.G. No.: Bank: Date:
3	<p>Bidder should be in operation for a period of not less than 3 years.</p> <p>Bidder Should produce Articles of Association (in case of registered firms), Bye laws and certificates for registration (in case of registered co-operative societies), Partnership deed (in case of partnership firm).</p>	Copy of Article of Association, certificate of incorporation or relevant documents
4	<p>The bidder should be a manufacturer or Exclusive (only one) authorized dealer of OEM of the laptop computers. The laptop proposed should be manufactured under valid ISO 9001:2008 processes certified for manufacturing. ISO certificate is required for Laptop(s).</p> <p>Exclusive (only one) authorized dealer of OEM who qualifies all other Pre-qualification criteria can also be a bidder.</p> <p>Either OEM or Exclusive (only one) authorized dealer of the OEM can be a bidder. Both cannot bid at the same time.</p>	<p>ISO 9001: 2008 certificate of the manufacturer.</p> <p>Exclusive authorized dealer certificate of OEM.</p>

5	The bidder should be registered with the VAT, Service Tax department and carry a valid PAN/ TAN Number, Sales Tax /TIN No.	Copy of the certificate of Service Tax Department, PAN/TAN Number, Sales Tax/ TIN No.
6	The bidder should have an average turnover of Rs. 50 Crores (Minimum) in the last three financial years  OR The bidder should have minimum turnover of Rs.50 Crores each (in two years) and minimum turnover of 200 Crores in last three financial years	Copies of audited financial Statements for last 3 financial years.
7	The bidder/OEM must have executed one single order of not less than 500 laptops to Educational Institution during last three years or Education department of any Central or State/UT government	Customer reference and purchase orders must be attached along with the bid.
8	Authorization for bidder confirming. that the products quoted are not end of life products. Undertake that the support including spares, patches for the quoted products shall be available for next 4 years.	Certificate from OEM mentioning and confirming the details as asked.
9	The bidder shall submit a self-declaration for being not under legal action for corrupt or fraudulent practices(blacklisted) by any Ministry/ Department of Gol/ State/UT Government/ Government Organizations	Self-Attested Declaration on company letter head (signed by Authorized Signatory)
10	The Bidder should have an office/authorized service center in Daman/Vapi/Silvassa and Diu/Una or should be willing to open an office/authorized service center in Daman/Silvassa and Diu within 1 month in case it is declared successful in the bidding process.	Undertaking by the Authorized Personnel of the bidder in case it does not have any existing office or else the local sales tax number in case the vendor has an existing office in Daman.
11	The Laptop company should have a self-operated 24 x 7 multilingual support with regional language support. The support also should be available both through e-mail and toll free number reachable through both landline and mobile phone.	Support documents – undertaking of the bidder mentioning above facility and detail of toll free number, e-mail etc.

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# SECTION – 4

**Scope of Work**

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## 4. Scope of Work

The bidder shall be responsible to supply Laptop computers as prescribed in this RFP document.

### 4.1 Supply / Installation

The Selected bidder shall supply Laptop computers as prescribed in this RFP document with the warranty of 3 years.

**The supplier has to do non removable screen printing of the customized logo / hologram of UT Administration of DD & DNH on top side body/behind the screen of laptop. The bidder also has to print the logo of UDAAN scheme on the Laptop bag. Logo will be provided by the department in Softcopy.**

**Note:** The bidder has to bear all expenses related to freight, insurance, logistics, travel, loading & unloading, customized logo engraving and any other related costs of supply of Laptop computers.

As mentioned earlier, the laptops will be distributed to all the students of Govt. & Govt. aided Higher Secondary School of class XI, the first year students of government polytechnic and ITI (COPA & IT Trade only). The bidder is responsible to supply the laptops to the specified school/Institute and college as per the schedule given with the purchase order.

The schools are located across the UT administration of DD & DNH

### 4.2 Warranty and maintenance

The laptops should be supplied with 3 years warranty except the batteries of the laptops. The batteries of the laptops carry one year warranty.

The selected bidder should have or will open their service centers at Daman/Vapi/Silvassa and Diu/Una for the convenience of the students. Locally the qualified engineers and required spares should be available.

The selected bidder will repair the laptops within 24 hours of the reporting of the call. In any exceptional cases, if it takes more than 5 working days then the selected bidder should give standby replacement of the laptop computer.

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# SECTION – 5

## Instructions to Bidders

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## 5 Instructions to Bidders

### 5.1 Procedure for Submission of bids

The bids have to be submitted through the e-tendering process on the website: [www.daman.nprocure.com](http://www.daman.nprocure.com).

### 5.2 Cost of preparation of Bid

The Bidder shall bear all costs associated with the preparation and submission of its bid, including cost of presentation for the purposes of clarification of the bid, if so desired by the UT Administration of DD & DNH. UT Administration of DD & DNH will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

### 5.3 Earnest Money Deposit

- Bidders shall submit, along with their bids, EMD of Rs 20,00,000/- (Rupees Twenty lacs only) in the form of a Demand Draft/Bank Guarantee/FDR drawn on Nationalized/Scheduled bank only in favor of “The Director, Education” payable at Daman.
- The EMD shall be denominated in Indian Rupees only. No interest will be payable to the bidder on the amount of the EMD.
- Unsuccessful bidder’s EMD will be discharged/ returned within 60 days after the selection of the Total Solution Provider.
- The EMD shall be submitted with the technical bid in a separately sealed envelope as mentioned in this section. Bids submitted without EMD will be rejected.
- In case if the bidder is submitting EMD in form of Bank Guarantee, it should include the following conditions:

The EMD will be forfeited if:

- a) If a bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period. If any; or
- b) In the case of a successful bidder if the bidder fails to sign the contract for any reason not attributable to the UT Administration of DD & DNH or to furnish Performance Bank Guarantee within specified time in accordance with the format given in the RFP.
- c) During the bid process, if a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- d) During the bid process, if any information is found to be wrong/ manipulated/ hidden in the bid.



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The decision of UT Administration of DD & DNH regarding forfeiture of the EMD amount and rejection of bid shall be final and binding to the bidder.

#### **5.4 Clarification on Tender Document**

A prospective Bidder requiring any clarification on the Bid Document may submit his queries as per the instructions given in this RFP document, in writing, at mailing address and as per pre bid query format. The Bidders are informed that discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purposes.

#### **5.5 Language of Bids**

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the UT ADMINISTRATION, shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

#### **5.6 Documents Comprising the Bids**

The bid prepared by the Bidder shall comprise of the all components & supporting documents required at various stages as explained in this tender document. Sufficient proof with supporting documents has to be included in the bid to support the eligibility criteria are demanded in this tender document. Other related documents signed by the authorized signatory have to be enclosed. The datasheets (wherever applicable) for Laptop computers also should be enclosed.

#### **5.7 Bid Prices (E Tender)**

- The Bidder has to abide with the E- Tender manner ([www.daman.nprocure.com](http://www.daman.nprocure.com))
- The Bidder shall indicate in the Performa prescribed, the unit rates and total Bid Prices of the equipment / services, it proposes to provide under the Contract. Prices should be shown separately as detailed in Tender Document. In absence of this information the bid may be considered incomplete and be summarily rejected.
- The Bidder shall prepare the bid based on details provided in the tender documents. It must be clearly understood that the Scope of Work is intended to give the bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by the UT administration of DD & DNH.
- The Bidder shall carry out all the tasks in accordance with the requirement of the tender documents with due diligence and it shall be the responsibility of the Bidder to fully meet all the requirements of the tender documents. If during the course of execution of the project any revisions are required to meet the goals of UT Administration like Technical specifications, Equipment sizing etc. are to be made within the current price without any impact to UT administration of DD & DNH

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- If bidder does any mistake in calculation of total amount, the unit price value will be taken as confirmed and calculations will be done accordingly.

## 5.8 Firm Prices

- Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. The Bid Prices shall be indicated in Indian Rupees (INR) only.
- The Commercial bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out. It is mandatory that such charges wherever applicable/ payable should be indicated separately under Breakdown of Cost Components. However, should there be a change in the applicable taxes till the date of delivery of products/ services any downward revision as well as upward revision shall be passed on to UT Administration, DD & DNH.
- The Bidders are informed that discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purposes.
- Prices in any form or by any reason before opening the Commercial Bid should not be revealed, failing which the offer shall be liable to be rejected.

## 5.9 Bidder Qualification

- The "Bidder" as used in the tender document shall mean the one who has signed the Tender Form. The Bidder's Authorized Representative shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall be furnished and signed by the authorized representative.
- It is further clarified that the individual signing the tender or other documents in connection with the tender must certify whether he/ she signs as the constituted attorney of the firm, or a company.
- The authorization shall be indicated by written power-of-attorney accompanying the bid.
- The power or authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the bid.
- Any change in the Principal Officer shall be intimated to Tendering authority in advance.
- No Bidder shall contact the tendering authority on any matter relating to its bid; from the time of the bid opening to the time the Contract is awarded. However the tendering authority may contact the Bidders during evaluation.
- Any such effort by a Bidder influencing the tendering authority's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

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## 5.10 Period of Validity of Bids

- Bids shall remain valid for 120 days from the last date of submission of Bids. A bid valid for a shorter period may be rejected as non-responsive.
- In exceptional circumstances, UT Administration may request the Bidder(s) for an extension of the period of validity. The request and the responses thereto shall be made in writing (or by email). The validity of EMD shall also be suitably extended.

## 5.11 Contacting the Purchaser

- No Bidder shall contact the tendering authority on any matter relating to its bid; from the time of the bid opening to the time the Contract is awarded.
- However the tendering authority may contact the Bidders during evaluation.
- Any such effort by a Bidder influencing the tendering authority's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

## 5.12 Modification and Withdrawal of E-Tender terms

- No bid may be altered/ modified subsequent to the closing time and date for receipt of bids. Unsolicited correspondences from Bidders will not be considered.
- The Bidder's withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions mentioned above. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, post marked not later than a day before the last date for receipt of bids.
- No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its EMD.

## 5.13 Opening of Bids

- An evaluation committee will be formed for evaluation of the bids. Decision of the committee would be final and binding upon all the Bidders.
- The State will open the bids, in the presence of the representatives of the Bidders who choose to attend, at the time, date and place, as mentioned in section I Invitation for Bids/ Important Dates.
- The Bidder's names, modifications, bid withdrawals and the presence or absence of the requisite EMD and such other details considered appropriate will be announced at the bid opening.

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## 5.14 Evaluation of Bids

The evaluation process of the tender proposed to be adopted by the Tendering authority is indicated under this clause. The purpose of this clause is only to provide the Bidders an idea of the evaluation process that Tendering authority may adopt. However, Tendering authority reserves the right to modify the evaluation process/ criteria at any time during the Tender process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.

A two-stage evaluation process will be adopted for evaluation of proposals, with the pre- qualification being completed.

The Tendering Authority will open the Pre-Qualification bids in the presence of bidders' representatives who choose to attend the same.

The representative of the bidder, who is present, shall sign an attendance sheet evidencing their attendance. Commercial bids will remain unopened and will be held in the custody of the Tendering Authority until the time of opening of the Commercial Bids.

Financial Technical bids of only those bidders who qualify the Pre-Qualification eligibility criteria would be opened. The bidders eligible would be intimated to attend the financial bid opening of the bids.

Commercial bids of only technically pre-qualified bidders would be opened.

### **Preliminary Examination:**

- The Tendering authority will examine the bids to determine whether they are complete, whether the bid format confirms to the Tender requirements, whether any computational errors have been made, whether required EMD has been furnished, whether the documents have been properly signed, and whether the bids are in order.
- A bid determined as not substantially responsive will be rejected by Tendering authority and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- The Tendering authority may waive any informality or non-conformity or irregularity in a bid which does not constitute a material deviation according to the Bidder, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

### **Clarification**

When deemed necessary, during the tendering process, the Tendering authority may seek clarifications and ask the Bidders to make Technical presentations on any aspect from any or all the Bidders. However, that would not entitle the Bidder to change or cause any change in the substance of the tender submitted or price quoted.

### **Evaluation**

The evaluation of the bid will be as per the evaluation criteria mentioned in section 8 of this document.

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## 5.15 Other Terms and conditions:

- Bidders who wish to participate in this bid will have to register on <https://daman.nprocure.com>. Further bidders who wish to participate in online bids will have to procure Digital Certificate as per Information Technology Act 2000 using which they can sign their electronic bids. Bidders can procure the same from (n) code solutions – a division of GNFC Ltd., or any other agency licensed by Controller of Certifying Authority, Govt. of India. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.
- The bid is non-transferable.
- The bidder has to supply, install, maintain, and provide training and commissioning of the Laptop(s) to schools/colleges/offices located all across UT Administration of DD & DNH.
- The Bidder shall bear all the costs associated with the preparation and submission of its bid, and The Director (Education) in no case will be responsible or liable for these costs, regardless of conduct or outcome of bidding process.
- If in any case the quoted Item is not available in the market, the bidder will have to supply Higher Version/replacement of that Item in the quoted cost in the same time duration with prior approval of The Director (Education).
- The Bidder has to upload the compliance letter on its letter head duly signed by the authorized signatory & other supporting documents as asked for in the bid in the scanned format. Failing to submit the same or non-compliance/deviation from any bid terms and conditions, eligibility criteria or technical specifications may result in rejection of the bid.
- The Bidder has to examine all instructions, forms, terms, conditions and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.
- Bid Currency -Prices shall be quoted in Indian Rupees only.
- In exceptional circumstances, The Director (Education) may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its E.M.D. A Bidder granting the request will not be permitted to modify its bid.
- The Successful bidder has to submit Performance Bank Guarantee @ 10% of total order value within 15 days from the date of issue of Purchase order for the duration of warranty of any Nationalized Bank/scheduled bank.
- Successful Bidder will have to sign the contract upon receiving the confirmed purchase order with the purchaser(s) within 15 working days from the date of confirmed purchase order.
- The successful Bidder's E.M.D. will be returned upon the Bidder signing the Contract, and furnishing the Performance Bank Guarantee @ 10% of the total order
- Termination for Default : The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the Contract in whole or part:
  - a) if the bidder fails to deliver any or all of the Goods within 45 working days from the date of purchase order, or within any extension thereof granted by the Purchaser or
- If the Bidder fails to perform any obligation(s) under the Contract/Purchase order.
- If the Bidder, in the judgment of the Purchaser has engaged in corrupt or
- Fraudulent practices in competing for or in executing the Contract. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value of influence the action of a public official in the procurement process or in contract execution. "fraudulent practice : a misrepresentation of facts in order to influence a procurement process or the execution of a

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contract to the detriment of the purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the purchaser of the benefits of free and open competition;”

- Modification and Withdrawal of Bids
- No bid will be allowed to be modified subsequent to the final submission of bid.
- No bid will be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiry of the bid validity. Withdrawal of a bid during this interval will result in the forfeiture of bidder's E.M.D.
  
- Bids will be opened with the buyer's private digital key in the presence of Bidder's representatives, who choose to attend. The Bidder's representatives who are present shall sign a register/attendance sheet evidencing their attendance. The representative will be held responsible for all commitments made on behalf of the bidder and that will be considered valid for all further dealings related to this bid process. In the absence of the bidder(s), the Tender Committee may choose to open the bids as per the prescribed schedule.
  
- Inspection will be done at customer sites or at department office by officer as decided by the Director (Education), Education department. Any deviation found in the specification of the produced goods(Laptop's) from the bid specification will lead to the cancellation of the order, forfeiture of **EMD\PBG** and prohibition in the participation in the future purchase of UT Administration. Education department, DD & DNH will not be responsible for any time delay which may arise due to any deviation from the bid technical specification found at the time of inspection and the bidder has to deliver and install the ordered goods within prescribed time limit.
  
- The Indenter's right to inspect, test and, where necessary, reject the Goods after the Goods arrival at Customer Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.
  
- **Delivery & installation:** At least 1,000 unit in **30** working days and remaining within 45 working days from the date of confirmed purchase order.
  
- **Penalty Clause**
- If the bidder fails to deliver and install the requisite hardware and software as per specified schedule mentioned in the work order, then a sum equivalent to one percent (1 %) of the undelivered goods value shall be deducted from the payment for each calendar week of delay or part thereof
- Delay in excess of 10 weeks will be sufficient to cause for termination of the contract. In that case the Performance Bank Guarantee of the bidder will be forfeited.
- In case, the selected bidder does not supply the ordered items for any reason, he will be liable to pay the difference amount to the purchaser, over and above the Performance Guarantee, which UT Administration will have to pay to the next or other selected bidder for purpose of the said items.
  
- **Warranty**
- Warranty: **3 Years warranty** from the date of installation of Laptop(s).
- If any Laptop gives continuous trouble, say six times in one month during the warranty period, the

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bidder shall replace the Laptop with new Laptop without any additional cost to the purchaser. A joint team comprising of supplier executives, officers of education department of the UT Administration will decide the genuineness of problem and take decision of replacement.

- Standby laptop with full functionalities will be provided if the period of replacement/repairing will be more than 7 days.
- Maintenance service
- Free maintenance services shall be provided by the Bidder during the period of warranty.
- The maximum response time for maintenance complaint from any of the destinations specified in the Schedule of Requirements/ Purchase order(s) (i.e. time required for bidder's maintenance engineer to report at the installation after a request call/complaint is made) shall not exceed 24 hrs.
- During warranty period, if the complaint is not attended to within 48 hrs of the registering of the complaint, the penalty of Rs. 200 per week will be levied. SLA includes Saturdays & Sundays. The amount of penalty will be recovered from the Performance Bank guarantee during warranty period
- **Payment** : Payment for Goods and Services shall be made by Govt. Department /Boards/ Corporations in Indian Rupees as follows:
  - No advance payment will be made.
  - Payment within a month after achieving the milestone.
  - Supplier has to issue separate invoices for both the U.T.s.
  - The maximum penalty at any point of time should not exceed 10% of project cost for the as per the commercial bid submitted by bidder. If the penalty exceeds this amount, department reserves right to terminate the contract.

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# SECTION – 6

**Evaluation Criteria and award of contract**



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## 6. Evaluation Criteria

### 6.1 Financial Bid Evaluation

The financial bid would be opened only of those bidders qualifying in the pre-qualification criteria as mentioned in the RFP.

### 6.2 Final Evaluation of the Bid

- I. Financial bid of the Pre-qualified bidders will be opened & financial L1 will be selected from sum total of prices for all line items mentioned in the financial bid formats.
- II. The L1 bidder shall be qualified for the placement of the orders.
- III. UT Administration of DD & DNH reserves the right to negotiate and award the contract to the bidder with the lowest bidder (L1).

### 6.3 Rectification of Errors

Arithmetical errors in the Financial Bid will be rectified on the following basis:

- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and will be considered for future calculations.
- If there is a discrepancy between words and figures, the amount in words shall prevail.
- If the bidder does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.

### 6.4 Post Qualification and Award Criteria

- Award of contract shall be given to the bidder who will be L1 among the all pre-qualified bidders.
- An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event; Tendering authority will proceed to the L2 bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- The Tendering authority is not bound to accept the best evaluated bid or any bid and reserves the right to accept any bid, wholly or in part.

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## **6.5 UT Administration's right to vary Scope of Contract at the time of Award**

- UT Administration may at any time, by a written order given to the Bidder, make changes to the scope of the Contract as specified.
- If any such change causes an increase or decrease in the cost of, or the time required for the Bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Value or time schedule, or both, and the contract shall accordingly be amended.
- If any change in quantity of laptops, (as per GFR rules) increase or decrease, the corresponding value of the contract can be adjusted as per the unit rates provided by the vendor in the Commercial Bid Document.
- Schedule and the Contract or both shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within thirty (30) days from the date of the Bidder's receipt of the Tendering authority changed order.

## **6.6 UT Administration's Right to Accept Any Bid and to reject any or all Bids**

UT Administration, DD & DNH reserves the right to accept any bid, and to annul the Tender process and reject all bids 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 the UT Administration of DD & DNH's action.

## **6.7 Notification of Award**

- Prior to the expiration of the period of bid validity, UT Administration will notify the successful Bidder in writing by registered letter or by fax, to be confirmed in writing by registered letter, that its bid has been accepted.
- The notification of award will constitute the formation of the Contract.
- Upon the successful Bidder's furnishing of Bank Guarantee for contract performance the UT Administration may notify each Bidder and will discharge their EMD.

## **6.8 Signing of Contract**

- At the same time as UT Administration DD & DNH, notifies the successful Bidder that its bid has been accepted, the UT Administration, DD & DNH will send the Bidder the Performa for Contract provided in the Tender Document, incorporating all agreements between the parties.
- Within 15 days of receipt of the Contract, the successful Bidder shall sign the Contract and return it to the UT Administration of DD & DNH

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## 6.9 Performance Bank Guarantee

- Within 15 days of the receipt of notification of award from the UT Administration of DD&DNH, the successful Bidder shall furnish the performance security in accordance with the Terms & Conditions of Contract i.e. 10% of the entire bid value.
- Failure of the successful Bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

## 6.10 Confidentiality of the Document

This Tender Document is confidential and the bidder shall ensure that anything contained in this Tender Document shall not be disclosed in any manner, whatsoever

## 6.11 Rejection Criteria

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

- **General Rejection Criteria**
  - Bids submitted without or submitted with improper EMD
  - Bids which do not confirm unconditional validity of the bid as prescribed in the 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 received by UT Administration after the last date prescribed for receipt of bids.
  - Bids without signature of person(s) duly authorized on required pages of the bid
  - Bids without power of authorization and any other document not consisting of an adequate proof of the ability of the signatory to bind the Bidder.
- **Technical Rejection Criteria**
  - 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 respect.
  - Bidders not quoting for the complete scope of Work as indicated in the Tender document, addendum(s) (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 confirming unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level Agreements of this tender.

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- If the bid does not confirm to the timelines indicated in the bid.
  - **Commercial Rejection Criteria**
    - Incomplete Price Bid
    - Price Bids that do not conform to the Tender's price bid format.
    - Total price quoted by the Bidder does not include all statutory taxes and levies applicable.
    - If there is an arithmetic discrepancy in the commercial bid calculations the Tendering authority shall rectify the same and take it for further evaluation/ comparison. If the Bidder does not accept the correction of the errors, its bid will be rejected.

## 6.12 Concessions permissible under statutes

Bidder, while quoting against this tender, must take cognizance of all concessions permissible under the statutes including the benefit under Central Sale Tax Act, 1956, failing which it will have to bear extra cost where Bidder does not avail concession on rates of levies like customs duty, excise duty, sales tax, etc. UT ADMINISTRATION will not take responsibility towards this. However, UT ADMINISTRATION may provide necessary assistance, wherever possible, in this regard.

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# SECTION – 7

**Format of documents**

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### 7.1 Covering letter with the Proposal in response to RFP Notice

To be submitted on the Letterhead of the responding firm)

{Place}

{Date}

To

The Director (Education),  
Department of Education,  
UT Administration of DD & DNH  
Secretariat, Fort area, Moti Daman,  
Daman – 396 220.

**Ref:** RFP for procurement of Laptop computers reference RFP no. <<.....>>.

**Subject:** Submission of proposal in response to the RFP for procurement of Laptop computers reference RFP no. <<.....>>.

Dear Sir,

1. Having examined the RFP document, we, the undersigned, herewith submit our proposal in response to your RFP no. <<.....>> dated \_\_\_\_\_.for procurement of Laptop computers, in full conformity with the said RFP document.

2. We have read the provisions of the RFP document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.

3. We are equipped with adequate maintenance and service facilities within India for supporting the offered equipment.

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

To supply the equipment and commence services as stipulated in the schedule of delivery forming a part of the attached technical bid.

We affirm that the prices quoted are inclusive of delivery, installation and commissioning charges and all sales/service taxes.

5. We agree to abide by this proposal, consisting of this letter, the detailed response to the RFP and all attachments are valid for a period of **120 days** from the date of submission of the bid.

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6. The demand draft/BG of EMD of INR Rs. 20,00,000/- submitted by us may be en-cashed if we do not submit the requisite Performance Bank Guarantee within 15 days of award of contract.

7. We would like to declare that we are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment, and we are not under a declaration of ineligibility for corrupt or fraudulent practices.

8. We would like to declare that there is no conflict of interest in the services that we will be providing under the terms and conditions of this RFP.

9. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.

10. We understand you are not bound to shortlist / accept any proposal you receive.

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

Sincerely,

[FIRM'S NAME]

Signature of Authorized Signatory and Seal of the bidder

Name

Title

Date:

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## 7.2 Details of the prospective bidder :

S. No.	Particulars	Details to be furnished
1.	<b>Details of the Responding Firm</b>	
	Name	
	Address Corporate Office, Local Office	
	Telephone	
	Fax	
	Website	
	e-Mail	
2.	<b>Details of the Authorized person for the bid</b>	
	Name	
	Designation	
	Telephone	
	Fax	
	e-Mail	
3.	<b>Status of the firm/Company (Public /Pvt. Ltd.)</b>	
	Details of the registration	
	ROC Ref No	
	Date	
4.	<b>Number of Professionals (On the rolls of the firm) providing managed services (Excluding temporary staff)</b>	



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### 7.3 Financial Information of the bidder:

Sr No.	Name of the Bidder	Turnover (in INR - Crores)		
		2012 to 2013	2013 to 2014	2014 to 2015

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## 7.4 Technical Proposal Covering Letter

{Place}

{Date}

To

The Director (Education),  
Department of Education,  
UT Administration of DD & DNH  
Secretariat, Fort area, Moti Daman,  
Daman – 396 220.

Ref: RFP no. <<.....>>

Subject: Submission of Technical proposal in response to the RFP for procurement of Laptop computers for UT Administration of Daman & Diu and Dadra & Nagar Haveli.

Dear Sir,

We, the undersigned, offer to provide the services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date]. Our attached Technical Proposal is based on our full understanding of scope of work and requirements as mentioned in RFP of UT DC.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

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## 7.5 Financial Proposal Covering Letter

{Place}

{Date}

To

The Director (Education),  
Department of Education,  
UT Administration of DD & DNH  
Secretariat, Fort area, Moti Daman,  
Daman – 396 220.

Ref: RFP no. <<.....>>

Subject: Submission of Technical proposal in response to the RFP for procurement of Laptop computers for UT Administration of Daman & Diu and Dadra & Nagar Haveli.

Dear Sir,

We, the undersigned, offer to provide the services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our Financial Proposal is submitted on line on website: [www.daman.nprocure.com](http://www.daman.nprocure.com) as per the instructions given in the RFP document.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

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## 7.6 Format of sending Pre-bid queries Ref:

**RFP Notification no <xxxx> dated <dd/mm/yy>**

Name of the Bidder- <<>>

Contact Address of the Bidder- <<>>

Sr. No.	Section No.	Page No.	Query	Remark
1				
2				
.				
N				

Signature:

Name of the Authorized signatory:

Company seal:

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## 7.7 Guidelines for Technical Proposal

1. A printed covering letter, on the bidding organization's letterhead with all required information and authorized representative's initials shall be submitted along with the proposal. Do not, otherwise, edit the content of the proposal cover letter.
2. You are required to upload the documents supporting your technical proposal online on website [www.daman.nprocure.com](http://www.daman.nprocure.com) as mentioned in this RFP document.
3. The technical proposal should contain a detailed description of how the bidder will provide the required services outlined in this RFP. It should articulate in detail, as to how the bidder's Technical Solution meets the requirements specified in the RFP. The technical proposal must not contain any pricing information. In submitting additional information, please mark it as supplemental to the required response.
4. Proposals must be direct, concise, and complete. All information not directly relevant to this RFP should be omitted. Department will evaluate bidder's proposal based upon its clarity and the directness of its response to the requirements of the project as outlined in this RFP.
5. The bidder is expected to provide bill of materials for the proposed solution as part of technical proposal without price quote. The Bill of materials/deliverables as given in the technical solution should be in consonance with the financial proposal. Any deviations in the final deliverables between technical and financial proposals shall make the proposal as being unresponsive and may lead to disqualification of the proposal. Department reserves the right to take appropriate action in this regard.

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## 7.8 Guidelines for Financial Proposal

- The bidder has to submit financial proposal in the ONLINE mode only on the website [www.daman.nprocure.com](http://www.daman.nprocure.com) as per the instruction given in the RFP documents and also as per the bid submission procedure of [www.nprocure.com](http://www.nprocure.com). All the financial formats are available on the site. The bidder has to complete those formats as per the instructions given.
- Prices shall be quoted entirely in INR - Indian Rupees.
- No adjustment of the contract price shall be made on account of any variations in costs of labour and materials or any other cost component affecting the total cost in fulfilling the obligations under the contract. The contract price shall be the only payment payable to the selected System Integrator for completion of the contractual obligations by the System Integrator the Contract, subject to the terms of payment specified in the contract. The price quoted would be inclusive of all taxes, duties, and charges and levies including service tax as applicable. Prices quoted for all Hardware and software shall be inclusive of supply at site, installation and commissioning and
- Warranty and support. No extra payment on any account shall be admissible.
- All Hardware, Networking equipment's and cables shall be supplied brand new. All hardware supplied shall be with 3 years or more (as provided by the OEM) warranty support from OEM
- The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of project. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as non-responsive.

### Correction of errors

- Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted will be entertained after the quotations are opened.

Arithmetic errors in the financial proposal will be rectified on the following basis:

- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and will be considered for future calculations.
- In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern.

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## 7.9 Statement of No-Deviation from Tender Terms & Conditions

To,  
The Director (Education),  
Department of Education,  
UT Administration of DD & DNH  
Secretariat, Fort area, Moti Daman,  
Daman – 396 220.

Date:

Ref.:  
Sir,

There are no deviations (null deviations) from the terms and conditions of the tender. All the terms and conditions of the tender are acceptable to us.

Signature of Authorized Signatory.

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Address: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

Company Seal:

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# SECTION – 8

## Technical Specifications of Laptop computers



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## **Technical Specifications of Laptop computers:**

<b>Processor</b>	❖ Intel Pentium N series Quad core @ 2.6 Ghz or higher- Latest Generation Launched in the year 2015 <b>OR</b> AMD A series Quad core @ 2.6 Ghz or higher - Latest Generation Launched in the year 2015.
<b>Operating System</b>	❖ Microsoft Windows 8.1 National academic with built-in Anti-virus utility plus Microsoft Office professional National academic version
<b>Chipset</b>	❖ Processor compatible OEM chipset
<b>Main Memory</b>	❖ 4 GB DDR 3 1333 MHz upgradable up to 8GB
<b>LCD Display</b>	❖ 14.0 -inch or higher LED Backlight LCD Display
<b>Graphics</b>	❖ Processor compatible OEM HD Graphics
<b>Hard Disk Drive</b>	❖ 500 GB SATA HDD or higher
<b>Optical Disk Drive</b>	❖ DVD-RW Drive
<b>Camera</b>	❖ HD Camera with 20 FPS or higher ❖ Video conferencing solution, featuring: <ul style="list-style-type: none"><li>• Webcam with 1280 x 720 resolution</li></ul> ❖ Microphone

<b>Connectivity</b>	<ul style="list-style-type: none"> <li>❖ On board RJ45 10/100 Mbps Ethernet controller</li> <li>❖ Boot from LAN support</li> <li>❖ WLAN : IEEE 802.11 b/g/n WLAN Module</li> <li>❖ Built in Bluetooth v 3.0 or higher</li> </ul>
<b>Interface I/O Port</b>	<ul style="list-style-type: none"> <li>❖ One RJ-45 jack for Ethernet</li> <li>❖ One DC-in jack for AC adapter</li> <li>❖ One Mic in</li> <li>❖ One Speaker / Headphone-out jack</li> <li>❖ VOIP ready combo jack alternative to Mic &amp; Headphone</li> <li>❖ One VGA port for External CRT</li> <li>❖ One HDMI Port</li> <li>❖ At least 3 USB 2.0 port or higher</li> </ul>
<b>Audio</b>	<ul style="list-style-type: none"> <li>❖ High Definition Audio standard support</li> <li>❖ Build-in stereo speakers</li> <li>❖ Built-in Microphone</li> </ul>
<b>Memory Card Reader</b>	<ul style="list-style-type: none"> <li>❖ Multi-in-1 Card Reader</li> </ul>
<b>Battery Pack</b>	<ul style="list-style-type: none"> <li>❖ Standard Rechargeable 4 cell Li-Ion or higher with minimum 03 Hours backup or more battery Pack, Power cord for India</li> </ul>
<b>Power Management</b>	<ul style="list-style-type: none"> <li>❖ Full feature ACPI power management standard : supports Stand-by and Hibernation power saving modes</li> <li>❖ Wake on LAN from S3</li> </ul>
<b>AC adapter</b>	<ul style="list-style-type: none"> <li>❖ Standard 3 pin power adaptor</li> </ul>
<b>Pointing Device</b>	<ul style="list-style-type: none"> <li>❖ Built-in touch pad with Scroll</li> <li>❖ 2 click buttons</li> </ul>
<b>Keyboard</b>	<ul style="list-style-type: none"> <li>❖ Standard Qwerty Keyboard</li> </ul>
<b>Accessories</b>	<ul style="list-style-type: none"> <li>❖ Power Cord &amp; AC Adapter</li> <li>❖ Carry bag or bag pack</li> </ul>
<b>Antivirus</b>	<ul style="list-style-type: none"> <li>❖ Antivirus with Anti-spam, anti-phishing with 3 years upgrade free</li> </ul>
<b>Warranty</b>	<ul style="list-style-type: none"> <li>❖ Three years warranty (One year on-site, two years carry-in)</li> </ul>

**Financial format : Tender of Laptop computers :**

Sr. No.	Description	Unit price in INR(Rs.) (Inclusive of excise and customs duty, installation, training etc.)	Taxes- VAT, Sales tax, Freight, forwarding, entry tax, transportation, etc.	Total Price per Unit in INR.(Rs.)	Qty.	Total price (F.O.R. Daman, Diu and Dadra & Nagar Haveli) in INR(Rs.)
01	Laptop computer system as per the technical specification given in RFP for purchase of Laptop computers without operating system				4584	
02	Microsoft Windows 8 National academic with 3 years Anti-virus utility plus Microsoft Office Professional 2013 National academic				4584	
	Total				4584	