

RFP Notice



Nagar Nigam Dehradun

Telephone - 0135 - 2714074, Website - www.nagarnigamdehradun.com

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RFP for Supply of Computers, Printers and UPS

Nagar Nigam Dehradun invites RFP for Supply of Computers, Printers and UPSs. Interested agencies/ bidders are submitting their bids by visiting the e-procurement portal <http://www.uktender.gov.in>. Bids will be accepted as e-tender only. Interested bidders can also go through the details of RFP document in our official website www.nagarnigamdehradun.com. Any Addendum/Corrigendum including date of extension will be uploaded only on www.uktenders.gov.in. The Municipal Commissioner have right to cancel tender at any stage without giving any reason. The last date for submission of bids on 29-06.-2023 at 2:00PM.

Municipal Commissioner, Nagar Nigam Dehradun

Reff. No: 252/ST/2023

Date: 07/06/2023

Copy to:

1. Honorable Mayor Nagar Nigam Dehradun for kind information. *(Uttarakhand Edition)*
2. Editor Daily News Paper *हिंदुस्तान 3 / Pioneers* to published the tender advertisement in minimum space as per reasonable rate for Nagar Nigam Dehradun.
3. Sh. Manish Pant IT Officer to ensure uploading the RFP document in official website of Nagar Nigam Dehradun and E-procurement portal of State Government.


Municipal Commissioner
Nagar Nigam Dehradun



RFP for Supply of Computers, Printers and UPS.

Nagar Nigam Dehradun (NND) Patel Road, Dehradun
(Uttarkhand)

Telephone – 0135 - 2714074.

Website - www.nagarnigamdehradun.com E-mail - nagarnigam.ddn@gmail.com

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Nagar Nigam, Dehradun

(Nagar Nigam, Dehradun)

No.. 262/S.T./2023

Dated 07/01/2023

Letter of Invitation

Project Title: RFP for Supply of Computers, Printers and UPSs.

Dear Mr./Ms.....

1. Nagar Nigam Dehradun (hereinafter called "Issuing Authority") invites willing bidders/ entities for selection of Bidders for RFP for Supply of Computers, Printers and UPSs.

2. Issuing Authority hereby invites the proposals from bidders/ entities for RFP for Supply of Computers, Printers and UPS. Further details regarding the Scope of Work are provided in the Scope and Terms for Supply and Services in this RFP document.

3. The RFP includes the following documents:

Section 01 - Instructions to the bidders (ITB)

Section 02 – Conditions of Contract

Section 03 – Annexure

4. The participating bidder will be selected as per the stipulated procedure and the conformity of the proposal with the requirement of the RFP. This RFP is being issued on no commitment basis and Issuing Authority reserve the right to withdraw this RFP at any time without assigning any reasons.

Your's sincerely

Municipal Commissioner
Nagar Nigam Dehradun

DISCLAIMER

1. The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether in documentary or any other form by or on behalf of the Urban Local Body (ULB) of State Government of Uttarakhand is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information provided. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their Technical and Financial bids pursuant to this RFP.
2. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Nagar Nigam Dehradun, ULB of State Government of Uttarakhand in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require in respect of technical specifications contained in the RFP Documents, may not be complete, accurate, and adequate or correct in respect of above. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.
3. Information provided in this RFP to the participating agencies is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Project Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
4. The Project Authority make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or ToR, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this BID Stage.
5. The Project Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any bidder upon the statements contained in this RFP. The Project Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.
6. Issuance of this RFP does not imply that the Project Authority is bound to select a bidder or to appoint the selected agency or bidder, as the case may be, for the Project and the Project Authority reserves the right to reject all or any of the Bidder or bids without assigning any reason whatsoever.
7. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Project Authority or any other costs incurred in connection with or relating to its BID. All such costs and expenses will remain with the bidder and the Project Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the bids, regardless of the conduct or outcome of the Bidding Process.

RFP SCHEDULE

Subject: RFP for Supply of Computers, Printers and UPS

Date of downloading tender document	From 11:00 AM on 08/06/2023
Start date and time for uploading of Proposals (Technical & Financial) in e-Procurements platform	Upto 11:00 AM on 16/06/2023
Pre-bid meeting	Upto 3:00 PM on 15/06/2023
Last date and time for uploading of Proposals (Technical & Financial) in e-Procurements platform	Upto 2:00 PM on 29/06/2023
Time and date of opening of Technical proposal	at 4:00 PM on 29/06/2023
Time and date of opening of Financial proposal	To be intimated later
Place of Supply and Address for communication	Nagar Nigam Dehradun I Patel Road, District Dehradun, Uttarakhand-248001

I. **Instruction to Bidder (ITB)**

1. **Background of work:** Nagar Nigam Dehradun is committed to improve the services and provided to the citizens of Dehradun. In this, regards NND has initiated various e-governance activities at city level. Keeping this in view, Nagar Nigam Dehradun Requests for Proposal (RFP) through e-procurement portal for selection of bidders for Supply of Computers, Printers and UPSs as per details given in this tender in accordance with Uttarakhand Procurement Rules - 2018.

2. **Scope of Work:**

1. Ensure timely supply of computers, printer and UPS.
2. Ensure supply of good quality & durable product.
3. Post supply warranty for three years.
4. Approximate quantity -Computers-15, Printers-18 and UPSs-15, the numbers of item may increase or decrease.
5. On site service during the warranty period. Details of technical specifications is attached as **annexure- 1**

3. **Eligibility-cum-Qualification Criteria:**

- i) Should be a legal entity as per Indian Law.
 - ii) Only Manufacturers or their authorized representative/agent/dealers are eligible.
 - iii) Should have GST registration.
 - iv) Affidavit as per format provided in **annexure – 2**
 - v) The bidders should not have been black listed as on the last date of proposal submission by any Ministry / Department / Under Taking of Government of India or any State or Union Territory Administration.
 - vi) Should have executed similar type of work successfully one Contract / work order of value not less than Rs.15 Lakh or two Contracts / work orders each of value not less than Rs.7 Lakh or three Contracts / work orders each of value not less than Rs. 5 Lakh
(For above, similar work means supply of computers, printers and UPSs & related work. Completion certificate of the same issued by the concerned authority should be submitted)
 - vii) Should have achieved an Average annual turnover for any best three Financial Years during 2018-19, 2019-20, 2020-21 & 2021-22 of not less than Rs.30 Lakh only.
4. The bidders should submit along with the proposal, all relevant documents to establish their eligibility-cum-qualification criteria.
5. RFP fee of Rs.590 (Including GST 18%) to be paid as per details given under ITB Clause No. 6 (ii) before technical proposal opening. **In case of non-payment within the stipulated time, the proposal shall be summarily rejected.**
6. **Earnest Money Deposit (EMD):**
- i) The EMD is Rs. 40000/- (Forty thousand only) to be paid as per details given below before technical proposal opening. **In case of non-payment within the stipulated time, the proposal shall be summarily rejected.**
 - ii) The RFP fees and Earnest money to be paid online as per details given below provided before technical proposal opening. RFP fees and Earnest money deposit slip must be uploaded along with technical proposal. The **Tender fee and Earnest Money** should be remitted through **net banking**. The details are:
 - a. Beneficiary name – Nagar Nigam Dehradun
 - b. Bank's name – Union Bank of India
 - c. Account Number – 543902010007132
 - d. Address – Nagar Nigam Dehradun Branch, Dehradun – 248001
 - e. IFSC – UBIN0054391

f. GST No. – 05MRTN00369FID8

g. PAN – AAALN0273G

- iii) The Earnest Money shall be returned to unsuccessful Bidders within a period of thirty (30) days from the date of announcement of the Successful bidders. The Earnest Money submitted by the Successful bidders shall be released upon furnishing of the Performance Security.
- iv) The Successful bidders Earnest Money will be returned, without any interest, upon the signing of the Contract Agreement and furnishing the Performance Security in accordance with the provisions thereof.
- v) The Earnest Money shall be forfeited in the following cases:
 - (a) If the bidders withdraws its proposal during the interval between the last date for proposal submission and expiration of the proposal Validity Period; and
 - (b) If the Successful bidders fails to provide the Performance Security within the stipulated time or any extension thereof provided by Nagar Nigam Dehradun.
- vi) EMD of lesser value shall be summarily rejected as non-responsive.

7. Proposal Preparation Cost:

The Bidder shall be responsible for all the costs associated with the preparation of its proposal and its participation in the bidding process. Nagar Nigam Dehradun will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of bidding.

8. Clarifications:

Bidders having any clarification on the RFP document should be submit in IT Section, Nagar Nigam, Dehradun office. (Contact Person-Mr. Manish Pant, ITO) (Page No – 4).

- i) To assist in the process of evaluation of proposals, Nagar Nigam Dehradun may, at its sole discretion, ask any bidder for clarification including additional information and documents. In case of any additional documents, same can be accepted only if they are of historical nature i.e., either the documents or facts in the documents should have existed prior to be proposal submission time and same could be verified independently. However, no change in the substance of the proposal would be permitted by way of such clarifications. The request for clarification and the response shall be in writing or e-mail.
- ii) Bidders shall fill up the required information as per the prescribed proposal form. If any bidder does not fill up the information properly, Nagar Nigam Dehradun has a right to reject such proposals.

9. Amendment of Proposal:

- i) At any time prior to the proposal due date, Nagar Nigam Dehradun may, for any reason, whether at its own initiative or in response to clarifications requested by a Service Provider, modify the proposal through Addendum / Corrigendum which will be posted on the website: www.uktenders.gov.in only.
- ii) In order to afford Bidders reasonable time in which to take an Addendum into account, or for any other reason, Nagar Nigam Dehradun may, at its own discretion, extend the proposal due date.

10. Validity of Proposal:

- i) The proposal shall be valid for not less than 120 (one hundred and twenty) days from the last date for proposal submission (but excluding the day of proposal submission). Proposals of lesser validity shall be summarily rejected as non-responsive.
- ii) Prior to expiry of the original Proposal Validity Period, Nagar Nigam Dehradun may request that the Bidders extend the period of validity for a specified additional period. A Bidder may refuse the request without forfeiting its Earnest Money. The proposal of any Bidder refusing to extend the Earnest Money shall be returned and shall not be included in the further proposal process. A bidders agreeing to the request of extending the Earnest Money will not be allowed to modify its proposal, but would be required to extend the validity of its Earnest Money for the period of extension.

11. Pre-Bid Meeting:

- i) To clarify and discuss issues with respect to the work and the proposal, a Pre-Bid meeting will be held on the date, time and place indicated in the RFP Schedule given on Page no. 4 of this document. Attendance of the bidders at the Pre-Bid meeting is not mandatory.
- ii) During the course of Pre- meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of Nagar Nigam Dehradun. Nagar Nigam Dehradun shall endeavor to

on the date, time and place indicated in the RFP Schedule given on **Page no. 4** of this document. Attendance of the bidders at the Pre-Bid meeting is not mandatory.

- ii) During the course of Pre- meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of Nagar Nigam Dehradun. Nagar Nigam Dehradun shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive bidding process.

12. Bidders may note that Nagar Nigam Dehradun will not entertain any deviations to the proposal at the time of submission of the proposal or thereafter. The proposal to be submitted by the Bidders will be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the proposal with all its contents including the Contract. Any conditional proposal shall be regarded as non-responsive and shall be rejected.

13. No interpretation, revision, or other communication from Nagar Nigam Dehradun regarding this solicitation is valid unless posted on website: www.uktenders.gov.in.

14. Format and Submission of Proposal:

- i) Bidders would provide all the information as per this proposal and in the specified formats. Nagar Nigam Dehradun reserves the right to reject any proposal that is not in the specified formats.
- ii) The proposal should be submitted in two Folders as provided in the e-portal – Technical and Financial Proposals.
- iii) Covering Letter as per format given in **Annexure – 3**
- iv) Technical proposal folder should include:
All the documents required as per this RFP except Financial Proposal. Tender fee and EMD online deposit receipt also uploaded in the technical proposal. No financial information like price should be given in the Technical proposal, in which case the proposal shall be summarily rejected.
- v) Financial proposal folder:
BoQ in the financial folder as per Uttarakhand Government e-procurement portal. **Annexure- 8**
- vi) The Bidder shall prepare and submit online through website: www.uktenders.gov.in scanned copies of original documents comprising the proposal as described above.
- vii) Proposals should be submitted / uploaded on the website: www.uktenders.gov.in only.
Submission of Proposals through any other mode is not acceptable and shall be rejected. Nagar Nigam Dehradun, at its sole discretion, may extend the last date for proposal submission proposal submission by issuing an Addendum on the website: www.uktenders.gov.in only.
- viii) The (a) **Affidavit** (as per format) and **others no original documents required before technical bid submission.**

15. Modification and Withdrawal of Proposals:

- i) The Bidder may modify or withdraw its proposal on e-portal before the proposal due date and time. However, no proposal can be modified or withdrawn thereafter.
- ii) Withdrawal of a proposal during the interval between the proposal due date and expiration of the proposal Validity Period would result in forfeiture of the Earnest Money.

16. Nagar Nigam Dehradun reserves the right to reject any proposal which in its opinion is non-responsive and no request for modification or withdrawal shall be entertained by Nagar Nigam Dehradun in respect of such proposals.

17. Conditional proposal shall not be considered. Any proposal found to contain conditions attached, shall be rejected.

18. Proposal Opening:

- i) Bidders' representatives who choose to be present may attend the proposal opening.
- ii) If the office happens to be closed on pre-bid meeting or proposals' opening, day, same stands postponed to the next working day without any change in time or venue. **However, there will be no change in Proposal submission date on e-portal, unless it is also extended.**

19. Confidentiality:

- i) In case of the bidders, any act of interference or attempt to influence the personnel associated with the evaluation shall be viewed seriously; and may also result in declaring the proposal as invalid.
- ii) Information relating to the examination, clarification, evaluation and recommendation shall not be disclosed to any person not officially concerned with the process. Nagar Nigam Dehradun will treat all information submitted as part of proposal in confidence and will ensure that all who have access to such material treat it in confidence. Nagar Nigam Dehradun will not divulge any such information unless it is ordered to do so by any Government authority that has the power under law to require its disclosure.

20. Proposal Evaluation:

- i) "Evaluation of Proposals will be done in stages, i.e., the bidders, who have necessary qualification and meet eligibility criteria given above shall be considered for further evaluation"
- ii) Thereafter, Financial Proposals of technically responsive bidders shall be opened and Contract will be awarded for the **lowest evaluated Financial Proposal**. In case more than one bidder is found to have offered the lowest evaluated financial proposal, the bidder having higher / highest cumulative financial turnover during any best three financial years 2019-20, 2020-21, 2021-22 & 2022-23 will be declared as successful bidder.
- iii) Proposal submitted with an adjustable price will be treated as non-responsive and rejected.
- iv) Any conditional bid would be rejected.
- v) The Financial Bids of technically qualified Bidders will be opened on the prescribed date in the presence of Bidder representatives, who may wish to be present in person.
- vi) Proposals shall be deemed to be under consideration immediately after they are opened and until such time Nagar Nigam Dehradun makes official intimation of awards/ rejection to the Bidders. While the Proposals are under consideration, Bidders and / or their representatives or other interested parties are advised to refrain from contacting Nagar Nigam Dehradun and or their employees/ representatives on matters related to the Proposals under consideration by any means.
- vii) With regard to eligibility and post-qualification criteria; and Bidders' responsiveness, the interpretation and decision of the Technical Evaluation Committee (Tender Scrutiny Committee of Nagar Nigam Dehradun) shall be final and binding on all Bidders.

21. Nagar Nigam Dehradun's Right to Accept or Reject Proposal:

- i) Nagar Nigam Dehradun reserves the right to accept or reject any or all of the proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to awards of Work, without liability or any obligation for such acceptance, rejection or annulment.
- ii) Nagar Nigam Dehradun reserves the right to reject any proposal including that of the Preferred bidders if:
 - (a) At any time, a material misrepresentation is made or uncovered; If a fraud or fraudulent practice adopted by any Bidder is established, the Bidder may be blacklisted and /or appropriate legal proceedings may be initiated against such Bidder as per the prevailing laws, OR
 - (b) The bidders does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the proposal.
- iii) If such disqualification/ rejection occurs after the Financial Proposals have been opened and the Successful bidders gets disqualified / rejected, then Nagar Nigam Dehradun reserves the right to:
 - (a) either invite the next lowest evaluated Bidder to match the Financial Proposal submitted by the Successful Service Provider; OR
 - (b) take any such measure as may be deemed fit in the sole discretion of Nagar Nigam Dehradun, including annulment of the bidding process; OR
 - (c) Re-invite the Proposals.

22. Negotiation:

Ordinarily no negotiation shall be done. However, in exceptional case where price negotiation is necessary due to some unavoidable circumstances, the same shall be resorted with the lowest

evaluated responsive bidder.

23. Notifications:

- i) Upon acceptance of the Financial Proposal of the Preferred Bidder with or without negotiations, Nagar Nigam Dehradun shall declare the Successful bidders as Preferred Service Provider.
- ii) Nagar Nigam Dehradun will notify the Successful **Bidder** by e-mail or by a letter (Speed Post / Registered Post) that its proposal has been accepted.

24. Acceptance of Notification of Awards (NOA):

Within three (3) days from the date of issue of the NOA, the Successful bidders shall confirm their acceptance of NOA.

25. Execution of Contract:

- i) The bidders shall execute the Contract within two (2) weeks of the issue of NOA or such time as indicated by Nagar Nigam Dehradun.
- ii) Nagar Nigam Dehradun will promptly notify other Bidders that their proposals have been unsuccessful and their Earnest Money will be returned as promptly as possible in any case not later than 30 (thirty) days from the date of announcement of the Successful bidders.

26. Performance Security:

- i) Before signing of the Contract, the Successful bidders shall furnish Performance Security for not less than 5 % of Contract amount including GST by way of an irrevocable and unconditional Bank Guarantee (**Annexure - 4**) issued by a scheduled bank located in India in favour of Nagar Nigam Dehradun with validity for 60 (sixty) days beyond the performance of the Contract :
- ii) The Performance guarantee shall be forfeited and en-cashed in the following cases:
 - (a) If the Successful bidder withdraws midway during the contract execution period.
 - (b) Any other act or acts of the successful bidder, which renders the work un-operational and Nagar Nigam Dehradun establishes sufficient reasons to forfeit the performance guarantee.
- iii) Failure of the successful Bidder to furnish the Performance Security shall constitute sufficient grounds for the annulment of the awards, in which event the Nagar Nigam Dehradun may make the awards to the next lowest evaluated Bidder or call for new proposals.
- iv) The Performance Security deposit shall be refunded within one month of the completion of warranty Period (as mentioned in RFP)

- 27. Suspension for participation in Nagar Nigam tenders:** Withdrawing the proposal or failure to sign the Contract or its execution in full or part after signing shall result in suspension from participation in the tenders of Nagar Nigam. The suspension shall be effective from the date of occurrence of the event for a period of three years except under *force majeure* circumstances, in addition to forfeiture of EMD or Performance Security, if already submitted.

II. CONDITIONS OF CONTRACT

1. **Definitions**

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Nagar Nigam Dehradun and the Service Provider, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to the Bidder under the Contract for the full and proper performance of its contractual obligations;
- (c) "The Goods" means all the equipment, machinery, and/or other materials which the Bidder is required to supply to the Nagar Nigam Dehradun under the Contract;
- (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and other services and other obligations of the Bidder covered under the Contract;

1.2 The Bidder shall permit Nagar Nigam Dehradun to inspect the Service Provider's accounts and records relating to the performance of the Bidder and to have them audited by independent auditors appointed by Nagar Nigam Dehradun, if so decided.

5. **Payment and Taxes:**

- 5.1 The Bidder shall be paid 100% for the supply of all computers, printers and UPS within 20 (Twenty) days including testing and installation from the date of work order.
- 5.2 Bidder shall be entirely liable to pay and responsible for remittance with appropriate authorities all taxes, duties, license fees, permits, etc., incurred for and during the execution of this Contract.
- 5.3 Firm has to register itself in Uttarakhand State for remittance of GST, if applicable under prevalent law not registered earlier before commencement of services.

6. **Warranty**

- 6.1 The Bidder warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 6.2 The Bidder further warrants that the Goods shall be free from defects arising from any act or omission of the Bidder or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 6.3 As warranty from the date of supply and acceptance.
- 6.4 The Purchaser shall give notice to the Bidder stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Bidder to inspect such defects.
- 6.5 Upon receipt of such notice, the Bidder shall, within the two days repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 6.6 The contractor will be responsible for satisfactory performance, supply of the computers, printers and UPS for a period of **3 year warranty from the date of supply**. All the necessary arrangements required in this regard during 3 year's warranty period shall be made by the contractor.
- 6.7 Replacement of the computers, printers and UPS broken, lost due to theft or natural calamity, overpowering or fluctuation and burn shall not be the responsibility of the contractor. Any damaged or broken component due to negligence or fault of beneficiary or natural calamity, overpowering or fluctuation and burn shall be replaced at the user's cost.
- 6.8 Sufficient spares should be available in stock locally at Dehradun to ensure compliance with agreed SLAs.
- 6.9 If having been notified, the Bidder fails to remedy the defect within, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Service provider's risk and expense and without prejudice to any other rights which the Purchaser may have against the Bidder under the Contract.

7. **Period of Contract:**

For 36 Months from signing of the Contract including three year of warranty period, subject to satisfactory performance of the Bidder to be reviewed periodically and at least once a year.

8. **Contract Amendments:**

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

9. Assignment:

The Bidder shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Nagar Nigam Dehradun's prior written consent.

10. Liquidated Damages:

If the Bidder delays to offer any or all of the Services within the period(s) specified in the Contract, the Bidder is liable to pay the liquidated damages @ 0.5% of Contract amount per week with maximum up to 10%. Thereafter, Nagar Nigam Dehradun has the option to terminate the Contract and in cash full amount of the Performance Security.

11. Termination for Default:

- 11.1 The Nagar Nigam Dehradun may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Service Provider, terminate the Contract in whole or part:
- (a) if the Bidder fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Nagar Nigam Dehradun; or
 - (b) If the Bidder fails to perform any other obligation(s) under the Contract.
 - (c) If the Service Provider, in the judgment of the Nagar Nigam Dehradun has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 11.2 In the event the Nagar Nigam Dehradun terminates the Contract in whole or in part, the Nagar Nigam Dehradun may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Bidder shall be liable to the Nagar Nigam Dehradun for any excess costs for such similar Goods or Services. However, the Bidder shall continue the performance of the Contract to the extent not terminated.
- 11.3 In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Bidder shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Bidder shall continue performance of the Contract to the extent not terminated.
- 11.4 The Purchaser may at any time terminate the Contract by giving notice to the Bidder if the Bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Service provider, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser
- 11.5 Termination for Convenience.
- (a) The Purchaser, by notice sent to the Service provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.
 - (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Service provider's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Bidder an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Service provider.

12. Notices:

For the Purchaser to:

Municipal Commissioner
Nagar Nigam Dehradun
1 Patel Road, Dehradun
District-Dehradun, Uttarakhand-248001
Email: nagarnigam.ddn@gmail.com

For the Bidderto:

.....

13. **Force Majeure:**

- 13.1 The Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of *Force Majeure*.
- 13.2 For purposes of this Clause, "*Force Majeure*" means an event or situation beyond the control of the Bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Service provider. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 13.3 If a *Force Majeure* situation arises, the Bidder shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the 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.

14. **Settlement of Disputes:**

- 14.1 The Nagar Nigam Dehradun and the 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.
- 14.2 If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Nagar Nigam Dehradun or the Bidder may give notice to the other party of its intention to commence arbitration, as to the matter in dispute, specifically, defined therein, and no arbitration in respect of this matter, shall be commenced unless such notice is given and served. The Arbitration proceedings shall be commenced by a Sole Arbitrator to be agreed by both the parties, on failure the parties either party may invite three names from the President, Indian Council of Arbitration, and parties may agree to any of the name mentioned in the list, on failure it will be open for the parties to approach, as per the provision of section 11 of the Arbitration and Conciliation Act 1996 (as amended by Act No. 03 of 2016). The Bidder shall initially bear the cost of the Arbitral Tribunal, unless it is decided by the Arbitral Tribunal under section 31(8) read with section 31A of the Act.
- 14.3 All disputes shall be subject to jurisdiction of courts in Dehradun.
- 14.4 Draft Contract Form attached as **annexure - 10**

SCOPE AND TERM OF SUPPLY AND SERVICES

The Scope of Work shall include Supply of Computers, Printers and UPSs.

Specification/Configuration of Item

SNo	Item	Specification/Configuration	Approx. Qty
1.	Desktop Computers (HP/Dell/Lenovo) Onsite warranty: Min. 3years	PROCESSOR: Intel core i3, 10 th Gen. or Higher RAM:8GB Hard Disk- SSD 256 GB/ HDD +500 GB LED Monitor-22" or Higher, Latest USB Key Board USB Optical Mouse OS:Windows10 or Higher	15
2	UPS	600 VA or Higher Warranty Min 3 year	15
3	All in one Printer (Copy, Print , Scan)	All in one Printer (Copy, Print ,Scan) Printing with Wireless Connectivity Laser Printer, Print Speed- 20 ppm -35 ppm (A4 Size) Warranty Min 1 year	18

(A) OTHER TERMS

- (i) The Computers, Printers and UPS should be designed as per norms.
- (ii) The installation of the computers, printers and UPSs should be hassle free.
- (iii) Supply time line for computers, printers and UPS :

Sl. No.	Order Quantity	Max time allowed
1	Supply of 100 % of order quantity	Within 7 days from receiving of supply order
2	Proper Supply, Installation and Testing	Within 12 days from receiving of supply order
3	If found any problem in Supply, Installation and Testing remove it	Within 20 days from receiving of supply order

- (iv) Payments schedule - within 15 days after satisfactory supply of computers, printers and UPS Installation & testing.

(On not less than Rs. 100/- stamp paper)

AFFIDAVIT

1. I / We, who is / are Authorized to sign and submit the proposal against your tender [title and reference number of the Invitation for proposals] do hereby undertake as follows:
- i. All the statements, documents, testimonials, certificates, etc., uploaded are genuine and the contents thereof are true,
 - ii. Any of our personnel, representatives, sub-consultants, sub-Bidders, bidders, Bidders and/or their employees will not directly or indirectly, engage in any activity that may intervene, interfere and/or influence the procurement process at any stage,
 - iii. Indemnify and compensate the Nagar Nigam Dehradun from any penalties and costs that may be incurred due to lapse/s on our part including incorrect / misrepresented / forged documents or statements,
 - iv. Our firm/company, M/s. and our Principal M/s. are not blacklisted by any ministry / department / undertaking of Government of India, any State government and / or any Union territory administration in India as on the last date of proposal submission.
2. If we are found contravening this undertaking even after awards of contract in our favour or anyone else, we accept disciplinary action by the Nagar Nigam Dehradun including rejection of our proposal, annulment of contract and blacklisting.

Authorized signatory for the Service Provider

Signed: _____

Name: _____

Designation: _____

Date: _____

(Notarised)

(Name, Title and Address of the Attorney)

Accepted

.....

(Signature)

Witnesses:

1.

2.

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

Format for Covering Letter ***

To
The Municipal Commissioner
1 Patel Road Nagar Nigam Dehradun
District-Dehradun, Uttarakhand-248001
Email: nagarnigam.ddn@gmail.com

Dear Sir,

Ref.:

RFP for Supply of Computers, Printers and UPS.

1. We have read, understood and accept all the terms and conditions given in the RFP including Fraud and Corrupt Practices (Annexure – 5) and Anti-Collusion Certificate (Annexure – 6) in respect of the captioned proposal and we hereby submit our proposal.
2. We have uploaded Technical and Financial Proposals appropriately on the e-procurement portal: www.uktenders.gov.in
3. We confirm that our proposal is valid for a period of 120 (one hundred and twenty) days from last date for proposal submission.
4. We hereby agree and undertake as under:
Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our proposal we hereby represent and confirm that our proposal is unqualified and unconditional in all respects and we agree to the terms of the Contract, a draft of which also forms a part of the proposal provided to us.

Dated thisDay of, 2022.

Name of the Service Provider

.....
Signature of the Authorized Person

Note: *** *On the Letterhead of the bidder.*

THIS DEED OF GUARANTEE executed on this the _____ day of _____ at _____ by _____ (Name of the Bank) having its Head/Registered office at _____ which expression shall unless it be repugnant to the subject or context thereof include successors and assigns;

In favour of

Nagar Nigam Dehradun, 1Patel Road, District-Dehradun, Uttarakhand-248001 hereinafter referred to as "Nagar Nigam Dehradun", which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

WHEREAS

By the Contract entered into between Nagar Nigam Dehradun and _____, a company incorporated under the provisions of the Companies Act, 2013 / registered under....., having its registered office/ permanent address at _____ ("the Service Provider"), has been granted the permission to **Supply of Computers, Printers and UPSs** for a period of Years (hereinafter referred to as "the work").

A. In terms of the Contract, the Bidder is required to furnish to Nagar Nigam Dehradun, an unconditional and irrevocable bank guarantee for an amount of Rs.....as security for due and punctual performance/discharge of its obligations under the Contract, relating to Work by the Bidder.

B. At the request of the Service Provider, the Guarantor has agreed to provide bank guarantee, being these presents guaranteeing the due and punctual performance/discharge by the Bidder of its obligations relating to the work.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. The Guarantor hereby irrevocably guarantees the due and punctual performance by M/s. _____ (hereinafter called "the Service Provider") of all its obligations relating to the Work and in connection with achieving the work objectives by the Bidder in accordance with the Contract.

2. The Guarantor shall, without demur, pay to Nagar Nigam Dehradun sums not exceeding in aggregate Rs. within seven (7) calendar days of receipt of a written demand thereof from Nagar Nigam Dehradun stating that the bidder has failed to meet its obligations under the Contract. The Guarantor shall not go into the veracity of any breach or failure on the part of the Bidder or validity of demand so made by Nagar Nigam Dehradun and shall pay the amount specified in the demand, notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Bidder or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.

In order to give effect to this Guarantee, Nagar Nigam Dehradun shall be entitled to treat the Guarantor as the Principal Debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Contract or other documents or by the extension of time for performance granted to the Bidder or postponement/non exercise/ delayed exercise of any of its rights by Nagar Nigam Dehradun or any indulgence shown by Nagar Nigam Dehradun to the Bidder and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise of any of its rights by Nagar Nigam Dehradun or any indulgence shown by Nagar Nigam Dehradun, provided nothing contained wherein shall enlarge the Guarantor's obligation hereunder.

This Guarantee shall be irrevocable and shall remain in full force and effect until _____ unless discharged/ released earlier by Nagar Nigam Dehradun in accordance with the provisions of the Contract.

The Guarantor's liability in aggregate be limited to a sum of Rs.

3. This Guarantee shall not be affected by any change in the constitution or winding up of the Bidder/the Guarantor or any absorption, merger or amalgamation of the Bidder/the Guarantor with any other Person. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under _____.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED

by

_____ Bank

by the hand of Shri _____

its _____ and authorized official.

Fraud and Corrupt Practices

Annexure – 5

- 1) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, Nagar Nigam Dehradun may reject an Application without being liable in any manner whatsoever to the Bidders if it determines that the Bidders has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 2) Without prejudice to the rights of Nagar Nigam Dehradun, if an Bidders is found by Nagar Nigam Dehradun to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidders shall not be eligible to participate in any tender or proposal issued by Nagar Nigam Dehradun or by any other agency of Government of Uttarakhand during a period of 2 (two) years from the date such Bidders are found by Nagar Nigam Dehradun to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 3) For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
 - (a) "**Corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of Nagar Nigam Dehradun who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of Nagar Nigam Dehradun, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub clause (d) of Clause 1.2.6, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Work or the LOA or the Contract, who at any time has been or is a legal, financial or technical adviser of Nagar Nigam Dehradun in relation to any matter concerning the Work;
 - b) "**Fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - (c) "**Coercive practice**" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
 - (d) "**Undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by Nagar Nigam Dehradun with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
 - (e) "**Restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

Anti-Collusion Undertaking

(To be provided on the Letterhead of the bidder and to be signed by the bidder)

1. We hereby certify and confirm that in the preparation and submission of this proposal, we have not acted in concert or in collusion with any other bidder or other person/s and also not done any act, deed or thing which is or could be regarded as anti-competitive.
2. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant proposal.

Format for Technical Proposal – Past Experience

(To be provided on the Letterhead of the bidder and to be signed by the bidder)

Sl. No.	Name of the Client	Contract no. and date	Contract value	Commencement date		Completion date	
				As per Contract	Actual	As per Contract	Actual
1							
2							
3							

The bidder may submit more details / information to substantiate its claim for experience.

.....

Name of the bidder

.....

Signature of the Authorized Person

Format for Financial Proposal -BoQ

As per BoQ in the Financial Folder.

Project Title – Supply of Computers, Printers and UPSs.

S.No,	Particulars	Rate including GST	In words
1.	Computers		
2.	Printers		
3.	UPSs		

Note – This format only sample purpose to understand financial proposal bidding as per BoQ.

Format for Financial Capability

(To be provided on the Letterhead of the bidder and to be signed by the bidder)

Financial Year (any best three years)	Amount (in Rs.)
2019-20	
2020-21	
2021-22	
2022-23	

Note:

1. The Bidder should provide the Financial Capability based on its own financial statements. Financial capability of the Bidder's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Bidder.
2. This should be duly certified by CA along with his / her firm stamp and registration no. will be considered.

CONTRACT FORM

THIS AGREEMENT made the day of....., 2022 between..... (Name of Nagar Nigam Dehradun) (Hereinafter called "the Nagar Nigam Dehradun") represented by of the one part and..... (Name of Bidder) of..... (Hereinafter called "the Bidder") represented by of the other part:

WHEREAS the Nagar Nigam Dehradun is desirous that certain Goods and ancillary services viz., **Supply of Computers, Printers and UPS** (Brief Description of Goods and Services) and has accepted a proposal by the Bidder for the same in the sum of (Contract Price in Words and Figures) (Herein after 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) Affidavit;
 - b) Covering letter;
 - c) Price Schedule uploaded by the bidder;
 - d) Scope of Services;
 - e) Conditions of Contract;
 - f) Notification of Award;
 - g) Performance Security; and
 - h) Minutes of pre-contract negotiation meeting
3. In consideration of the payments to be made by the Nagar Nigam Dehradun to the Bidder as hereinafter mentioned, the Bidder here by covenants with the Nagar Nigam Dehradun to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Nagar Nigam Dehradun hereby covenants to pay the Bidder 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 services which shall be provided by the Bidder are as under:

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 Nagar Nigam Dehradun)
in the presence of:.....

Signed, Sealed and Delivered by the
said (For the Service Provider)
in the presence of:.....