

Open Competitive Bid (OCB)

for

Procurement of Anti Virus software

for

**Implementation of Computer Education
Programme in 5000 High Schools in
Andhra Pradesh
Under Boot Model**

**Office of the Director of School Education,
Saifabad**

Andhra Pradesh, Hyderabad, India.

Telephones: 040-23232343

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News paper advertisement.

TENDER NOTICE

ICT @ SCHOOLS, PROCUREMENT OF ANTI VIRUS LICENCED SOFTWARE

The Director of School Education, Andhra Pradesh, Hyderabad is implementing ICT @ Schools Project i.e., Computer Education programme in 5000 High Schools under Boot model in Andhra Pradesh. In this Connection sealed Bids are invited containing Pre qualification Bid, Technical Bid and Financial Bid in separate sealed covers from the reputed and experienced organisations for supply of Anti Virus Licensed Software to be installed in 5000 High Schools. The details of the time schedule of various tender related events are as follows.

Bid calling date	25-09-2008
Pre-bid conference date/time	13.10.2008 at 3.00 PM in the O/o.the DSE, Saifabad, AP., Hyderabad.
Last date/time for clarification	13.10.2008 on any working day during office hours.
Bid closing date/time	20.10.2008 at 3.00 PM
Bid opening date/time	20.10.2008 at 5.00 PM
Bid Document Fee	Rs.5,000/-
DSE Contact person	Special Officer (5000 schools project)
Reference No.	957 / CE-1 / 2008

Interested firms can contact the Special Officer in Cell No.9866283405 for details or visit our web site at <http://www.dseap.gov.in>. The Tender Document can be obtained on all working days from 10.30 AM to 5.00 PM from the office w.e.f. 26-10-2008 on payment in the form of D.D. in favour of Director of School Education, A.P., Hyderabad.

Sd/- P.Bhanu Murthy,
Director of School Education, Saifabad
Andhra Pradesh, Hyderabad.
Telephones: 040-23232343

Section – A
Tender call Notice.

Procurement of Anti Virus software for Implementation of Computer
Education in 5000 High Schools in A.P

Tender call for supply of Anti Virus software
Time schedule of various tender related events:

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A. The solution, service or material required:

A.1.

1. To supply and assist in installation of antivirus software in 5000 schools project all over AP:
2. To Supply Anti Virus licenses as per specifications given in this Tender Document.
3. To provide required Anti Virus software Media Kits (5000). Arranging regular Anti Virus Updates and Upgrades quarterly to the respective agencies.
4. **Schedule:**
 - a. Server licence - 5,000 Nos.
 - b. Desk top licence - 10,000 Nos.

A.2. Scope of incidental services:

1. To provide facility to download the required updates and upgrades by providing username and password to the Department.
2. To impart training to the main technician of the agency maintaining the particular hub (district) for troubleshooting methods in implementing the Anti- Viruses solutions/software.
3. Furnishing of a detailed operations and maintenance manual for each appropriate licence of the supplied goods/ product.
4. Warranty period services.

A.3. Maintenance :

Bidder should indicate Annual maintenance cost (upgrade/ patches) for the indicated years after expiry of warranty period of one year.

A.4. Delivery and Installation period

Bidder shall deliver the goods/services with in **Three weeks** and complete training to Consultant cum service providers (CSPs) in **Five weeks** from the date of contract signing.

Section- B

B.1 Pre-Qualification criteria:

1. The Bidder can be a company/Corporation/ Firm, registered in India. The company should be in existence at least for the last 5 years from the date of Tender notification.
2. The bidder should be a developer, manufacturer or the OEM authorized representative of respective products / items and should be in business of manufacture, and or supply and maintenance of the offered items for a minimum period of one year in AP.
3. One service centre at Hyderabad with five support engineers.
4. The bidder should have minimum annual turnover for the items/product mentioned (irrespective of brand/model) in Procurement Schedules and for the brand offered, during 2005-2006, 2006-2007 and 2007-08 as follows:

Item name	Financial year	Total Sales (Nos - licenses)- Minimum	Brand offered Sales (Nos. licenses)- Minimum
Server license	2005-2006	200	100
	2006-2007	200	100
	2007-2008	200	100
Desktop license	2005-2006	500	300
	2006-2007	500	300
	2007-2008	500	300

5. The bidder should have an annual turnover of at least Rs. 1.00 Crore (hundred Lakhs rupees) in each of the last 3 financial years i.e. 2005-2006, 2006-2007 and 2007-2008.
6. The Bidder must Bid for all Schools. Partial bidding would disqualify the bidder.
7. The bidder should furnish the information on major past supplies under the relevant product/services and satisfactory performance for the last one financial year.

Note : Relevant documents in support of above should be furnished

Section -C

C1. Statement of important limits/values related to bid

Item	Description
EMD Schedule -1	Rs. 2 lakhs
Bid Validity Period	90 days from the date of opening of bid
EMD validity Period	45 days beyond bid validity period
Maintenance Period	5 years including warranty period (1 yr warranty+ 4 yrs AMC)
Variation in quantities	+/- 10%
Period for furnishing performance security	Within 7 days from data of receipt of notification of award
Performance security value	5% of contract value
Performance security validity period	60 days beyond warranty period
Period for signing contract	Within 10 days from date of receipt of notification of award
Warranty period	12 months from the date of delivery / installation, which ever is earlier?
Upgrades	As required
AMC Performance Security Value and period	Equal to AMC value valid for 15 months- to be submitted before expire of the previous years PBG.
Payment terms for the product	
On delivery:	80% of contract value
successful training to CSPs	20% of contract value
LD for late deliveries	0.5% of the late delivered goods per week or part there of.
Maximum LD for late deliveries	10% of value of late delivered goods
Payment terms AMC :	On completion of quarter, and certification that upgrades are accessible and downloadable
Penalty for failure to provide the upgrades for the software during warranty or AMC	Virus not addressed beyond 2 days - 10% of the AMC value computed in a quarter per location effected
Options for the required Anti Virus solution.	If the bidder wants to give option, he may submit it as separate bids along with separate EMD. This will be treated as separate bid for evaluation.

Section-D

D- Technical specification:

D.1. SCHEDULE

D.1.1. Server licences

ANTI VIRUS SOFTWARE SPECIFICATIONS:

- 1) The software should be capable of detecting and cleaning all types of malware, Viruses, worms, trojans, ad ware, spy ware, phishing, potentially unwanted and unsafe applications and application intrusions using a single inbuilt virus scanning engine.
- 2) Software should have Proactive Detection feature.
- 3) The software should not affect the system resources with less consumption of system resources which include RAM, CPU and H.D Space utilization.
- 4) Must scan and block threats originating from Floppy disks, CD ROMs, USBs and Network Drives automatically in real-time when accessed
- 5) Detect and remove infected files on the fly in real time.
- 6) Should not have file size restriction in real time and On Demand Scanning.
- 7) Allow / prevent the concerned I.T Personnel to change the settings of anti virus by password protecting the software.
- 8) Updates to be available online.
- 9) Any other as per requirement of the project.

D.1.2 Systems Licenses

Same functionality as above.

Section - E

Bidding procedure - Separate bid for each schedule :

E.1. Offer should be made in three parts namely, "Pre-qualification bid", "Technical bid" and "Financial bid" and in the format given in bid document. Each offer should be placed in a separate envelope super scribed "Pre-qualification bid", "Technical bid" and "Financial bid", as the case may be, followed by the title mentioned above against " tender call:"

- 1) EMD should be enclosed in the "Pre-qualification bid" envelope.
- 2) Name of the vendor and contact address should also be written on the envelope.
- 3) Tenders will be accepted only from those who have purchased bid document.
- 4) All correspondence should be with DSE contact person.
- 5) A complete set of bidding documents may be purchased by interested bidders from the DSE contact person upon payment of the bid document price which is non- refundable. Payment of bid document price should be by demand draft / cashier's cheque or certified cheque drawn in favour of "The Director of School Education, Andhra Pradesh Hyderabad and payable at Hyderabad (India).

E.2. Pre-qualification bid:

It shall include the following information about the firm and/or its proposal.

1. General information on the bidder's company in Form P-1
2. Turn over details in relevant field in Form P-2A
3. Turn over details of the product (Brand) offered in Form P-2B
4. List of major customers in support of turnover in Form P-3
5. Details of service centres in AP in Form P-4
6. Certificates like ISO,NSTL, Microsoft etc. in Form P-5 (Bidder's format)
7. Manufacturer's authorisation to participate in bidding process apart from such other documents like authorisation certificate for dealing in the products for which bid is submitted.(However this will not apply to Manufacturers) in Form P-6 (Bidder's format).

E.3. Technical Bid:

1. Technical specifications in Form T-1
3. Check list in Form T-2
4. Detailed technical documentation, reference to various industry standards to which the products/ services included in vendor's offer conform, and literature concerning the proposed solution in Form T-3 (Bidder's format)

E.4. Financial bid:

The financial bid should provide cost calculations corresponding to unit price of each item of the schedule in the Form F-1.

E.5. Pre-bid Meeting:

All those bidders who had purchased bid document can participate in the meeting to seek clarifications on the bid, if any.

Section- F

Bid evaluation procedure:

Bids would be evaluated for entire Schedule. Bidders should offer prices for all the items of Schedule and for the full quantity of an item of Schedule failing which such bid will not be considered. Technical bid documentation should be in the prescribed format. If a vendor has any comment to offer about the procedural aspects of this tender, it should be intimated to DSE during the pre-bid meeting. In case the schedule or procedure of tender processing is revised, the same shall be communicated by telephone, fax, and courier as the case may be to all vendors who have purchased the bid document.

F.1. Opening of bids:

Immediately after the closing time, the DSE contact person shall open the pre-qualification bid', and list them for further evaluation. The 'technical bid' covers and 'financial bid' covers shall be listed and put into a box sealed according to DSE procedure. The sealed box of technical bids and financial bids shall be in custody of a designated officer for opening after evaluation of pre-qualification bids. The Technical bids of only those bidders who qualify in the pre-qualification bid will be opened. After evaluation of technical bids, the financial bids of only those bidders who qualify in technical evaluation will be opened. Any participating vendor may depute a representative to witness these processes.

F.2. Pre-qualification bid documentation:

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

F.3. Technical bid documentation:

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

F.4. Financial bid:

Final choice of firm to execute the project shall be made on the basis of conformity to technical specifications, appropriateness of the product offered, capability of bidder to execute and service the project and appropriateness of financial offer from the point of view of cost-effectiveness over the entire maintenance period for the product/services.

Section - G

General instructions to bidders.

G.1. Definitions:

1. **Tender call or invitation for bids** means the detailed notification seeking a set of solution(s), service(s), materials or any combination of them.
2. **Specification** means the functional and technical specifications or statement of work, as the case may be.
3. **Firm** means a company, authority, co-operative or any other organisation incorporated under appropriate statute as is applicable in the country of incorporation.
4. **Bidder** means any firm offering the solution(s), service(s) and/or materials required in the tender call. The word vendor when used in the pre award period shall be synonymous with bidder and when used after award of the contract shall mean the successful bidder with whom DSE signs the contract for rendering of goods and services.
5. **Pre- qualification and Technical bid** means that part of the offer, which provides information to facilitate assessment by DSE, professional, technical and financial standing of the bidder, conformity to specifications etc.
6. **Financial Bid** means that part of the offer, that provides price schedule, total project costs etc.
7. **Three part Bid** means the pre-qualification bid, technical and financial bids are put in separate covers and their evaluation is sequential.
8. **Two part Bid** means the Technical bid and Financial bid put in separate covers and their evaluation is sequential.
9. **Composite bid** means a bid in which the technical and financial parts are combined into one but their evaluation is sequential.
10. **Goods and services** mean the solution(s), service(s), materials or a combination of them in the context of the tender call and specifications.
11. **The word goods** when used singly shall mean the hardware, firmware component of the goods and services.
12. **Maintenance period** means period mentioned in bid document for maintaining the systems beyond warranty period.

G.2 General eligibility

1. This invitation for bids is open to all firms both from within and outside India, who are eligible to do business in India under relevant Indian laws as is in force at the time of bidding subject to meeting the pre qualification criterion.
2. Bidders marked/considered by DSE to be ineligible to participate for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.
3. Breach of general or specific instructions for bidding, general and special conditions of contract with DSE or any of its user organisations may make a firm ineligible to participate in bidding process.

G.3 Bid forms

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

G.4 Cost of bidding

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

G.5 Clarification of bidding documents

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

G.6 Amendment of bidding documents

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

G.7 Period of validity of bids

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

G.8 Submission of bids

1. The bidders shall seal the pre-qualification, technical and financial or composite bids in separate envelopes, duly marking the envelopes as "Pre-qualification", "Technical bid" and "Financial bid", and "Composite bid" respectively.
2. The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:
 - a. be addressed to the DSE at the address given in the tender call;
 - b. bear the project name/title indicated in the tender call, and bear a statement for -
 - I. Pre-qualification bid "Do not open before bid opening day and time",
 - II. Technical OR Composite bid "Do not open until evaluation of Pre-qualification bid",
 - III. Financial bid " Don't open until evaluation of technical bid"
- IV. The outer envelopes shall clearly indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late".
- V. If the outer envelope is not sealed and marked as required above, DSE will assume no responsibility for the bid's misplacement or premature opening.

G.9 Deadline for submission of bids

1. Bids must be received by the DSE contact person no later than the bid submission date and time specified in the tender call notice.
2. The DSE may, at its discretion, extend this deadline for the submission of bids by amending the tender call, in which case all rights and obligations of the DSE and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

G.10 Late bids

Any bid not received by the DSE contact person by the deadline for submission of bids will be rejected and returned unopened to the bidder.

G.11 Modification and withdrawal of bids

1. The bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by the DSE prior to the deadline prescribed for submission of bids.
2. The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in a manner similar to the original bid.
3. No bid can be modified subsequent to the deadline for submission of bids.
4. No bid can be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity. Withdrawal of a bid during this interval will result in the forfeiture of its bid security (EMD).

G.12 General business information:

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

G.13 Bid security i.e. Earnest Money Deposit (EMD)

1. The bidder shall furnish, as part of its bid, a bid security for the amount specified in the tender call notice.
2. The bid security is required by DSE to:
 - a. Assure bidder's continued interest till award of contract and
 - b. Conduct in accordance with bid conditions during the bid evaluation process.
3. The bid security shall be in Indian rupees and shall be a bank guarantee, or an irrevocable letter of credit or cashier's certified check, issued by a reputable bank scheduled in India and having at least one branch office in Hyderabad
4. Unsuccessful bidder's bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by DSE.
5. The successful bidder's bid security will be discharged upon the bidder signing the contract, and furnishing the performance security,
6. The bid security may be forfeited:
 - a. if a bidder withdraws its bid during the period of bid validity or
In the case of a successful bidder, if the bidder fails:
 - a. To sign the contract in time;
 - or
 - b. To furnish performance security.

G.14. Preparation of Pre-qualification bid

It shall contain the followings:

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

G.15 Preparation of technical bid

It shall consist of the following parts.

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

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

G.16 Preparation of financial bid

1. Overview of financial bid

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

Bid prices

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

3. Bid currency: Prices shall be quoted in Indian rupees.

Section-H

Standard procedure for opening and evaluation of bids

H.1. Out line of bid Opening procedure

1. The bid opening and evaluation process will be sequential in nature. Means that bidder must qualify a particular stage to be eligible for next stage. Immediately after the closing time, the DSE contact person shall open the Pre-qualification bids and list them for further evaluation. The Technical and financial bid covers shall be listed and put into a bag to be sealed according to DSE procedure. The sealed bag of technical and financial bids shall be in custody of a designated officer for opening after evaluation of Pre-qualification bids. There after, Technical bids of qualified bidders will be opened, keeping financial bid in sealed bag. Finally financial bids of those bidders will be opened who are short listed in technical evaluation.

2. In case of composite bid - technical and financial bids combined together, first technical evaluation will be done followed by financial evaluation of only those bids which have qualified in technical evaluation.

3. Any participating vendor may depute a representative to witness these processes.

4. The standard procedure, described here will stand appropriately modified, in view of special procedures of bid evaluation as mentioned in tender call or else where in this bid document or decided by DSE during the course of evaluation to meet any specific situation or need arising from time to time.

H.2. General guidelines for bid opening and evaluation:

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

1. Opening of bids

- a. Bids will be opened in the presence of bidder's representatives, who choose to attend. The bidder representatives who are present shall sign a register evidencing their attendance.

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

2. Preliminary examination of Bids

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

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

3. Clarification of bids

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

4. Evaluation of Pre - qualification bids

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

5. Evaluation of technical bids.

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

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

6. In lab proof of concept

The in lab proof of concept may be organised either in DSE or in the vendor's lab by mutual discussion. In case it is organised in DSE lab, DSE would make available generic hardware for this purpose. Application specific hardware and software will have to be brought in by the vendor.

7. Field demonstration

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

8. Evaluation of financial bids

Financial bids of those vendors who satisfy all phases of the pre-qualification and technical bid and corresponding to chosen technical bid choices will only be opened. All other financial bids will be ignored. DSE may at its discretion discuss with vendor(s) available at this stage to clarify contents of financial offer. Bidder may note that there will not be any post tender financial negotiations.

9. Evaluation and comparison of financial bids

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

The L1 bidder will be identified based on the cost of the product for the 1st year and 4 years AMC together.

H.3. Performance and productivity of the equipment

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

H.4. Contacting DSE

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

H.5. DSE' Right to vary quantities at the time of award

DSE reserves the right at the time of award to increase or decrease the quantity, as indicated in tender call, from the quantity of goods and services originally specified in the specification without any change in unit price or other terms and conditions.

H.6. DSE' Right to accept any bid and to reject any or all bids.

DSE reserves the right to accept or reject any bid, and to annual the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

H.7. Notification of award

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

H.8. Signing of contract

- a) At the same time as the DSE notifies the successful bidder that its bid has been accepted, the DSE will send the bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
- b) On receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to the DSE.

H.9. Performance security

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

H.10. Corrupt, fraudulent and unethical practices

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

I. General conditions of proposed contract (GCC)

I.1. Definitions

In this contract, the following terms shall be interpreted as indicated. Terms defined in general instructions to bidders section shall have the same meaning.

a) "**Contract**" means the agreement entered into between the DSE and the vendor, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;

b) "**Contract price**" means the price payable to the vendor under the contract for the full and proper performance of its contractual obligations;

c) "**Incidental services**" means those services ancillary to the supply of the goods and services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the vendor covered under the contract;

d) "**GCC**" means the general conditions of contract contained in this section.

e) "**SCC**" means the special conditions of contract if any.

f) "**DSE**" means the Director of School Education, A.P Hyderabad.

g) "**Purchaser/ User**" means ultimate recipient of goods and services

h) "**Vendor or Bidder**" means the individual or firm supplying the goods and services under this contract.

i) "**Project site**", where applicable, means the place(s) where goods/services are to be made available to user.

j) "**Day**" means calendar day.

k) "**Up time**" means the time period when specified services with specified technical and service standards are available to user(s)

l) "**Down time**" means the time period when specified services with specified technical and service standards are **not available** to user(s).

I.2 Application

These general conditions shall apply to the extent that they are not superseded by provisions of other parts of the contract.

I.3 Standards

The goods supplied under this contract shall conform to the standards mentioned in the specifications, and, when no applicable standard is mentioned, the authoritative standards appropriate to the goods' country of origin shall apply. Such standard shall be the latest issued by the concerned institution.

I.4 Use of documents and information

1. The vendor shall not, without prior written consent from DSE, disclose/share/use the bid document, contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the DSE in connection therewith, to any person other than a person employed by the vendor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

2. The Vendor shall not, without prior written consent of DSE, make use of any document or information made available for the project, except for purposes of performing the Contract.

3. All project related document (including this bid document) issued by DSE, other than the contract itself, shall remain the property of the DSE and shall be returned (in all copies) to the DSE on completion of the Vendor's performance under the contract if so required by the DSE.

1.5. User licence and patent rights

1. The Vendor shall provide licenses for all software products, whether developed by it or acquired from others. In the event of any claim asserted by a third party for software piracy, the vendor shall act expeditiously to extinguish such claim. If the vendor fails to comply and the DSE is required to pay compensation to a third party resulting from such software piracy, the vendor shall be responsible for compensation including all expenses, court costs and lawyer fees. The DSE will give notice to the vendor of such claim, if it is made, without delay.

2. The Vendor shall indemnify the purchases against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the goods, software package or any part thereof.

1.6. Performance security

1. On receipt of notification of award, the Vendor shall furnish performance security to DSE in accordance with bid document requirement.
2. The proceed of the performance security shall be payable to the DSE as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
3. The performance security shall be denominated in Indian rupees or in a freely convertible currency acceptable to DSE and shall be in one of the following forms:
 - a. A bank guarantee or an irrevocable letter of credit, issued by a reputed bank located in India with at least one branch office in Hyderabad, in the form provided in the bidding document or another form acceptable to the DSE; or
 - b. A cashier's cheque or banker's certified cheque or crossed demand draft or pay order drawn in favour of the DSE.
4. The performance security will be discharged by the DSE and returned to the Vendor not later than thirty (30) days following the date of completion of all formalities under the contract and if activities, post warranty, by the Vendor is envisaged, following receipt of a performance guarantee for annual maintenance as per bid document.
5. In the event of any contract amendment, the vendor shall, within 15 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the Contract.

I.7. Manuals and drawings

1. Before the goods and services are taken over by the user, the Vendor shall supply operation and maintenance manuals, (together with drawings of the goods and services where applicable).
2. The manuals and drawings where ever applicable shall be in English or Telugu.
3. At least one set of the manuals should be supplied for each installation sites.
4. Unless and otherwise agreed, the goods and services shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the user.

I.8. Inspection and acceptance tests

1. Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

- a. Inspection of the goods shall be carried out to check whether the goods are in conformity with the specifications mentioned in the bid document. Following broad test procedure will generally be followed for inspection and testing of hard ware and firm wares. The vendor will dispatch the goods to the ultimate consignee after internal inspection testing along with the supplier's inspection report, manufacturer's warranty certificate. The DSE will test the equipment after completion of the installation and commissioning at the site of the installation. (If site preparation is not included in the tender call or specification, the vendor should furnish all details of the site requirement to the DSE sufficiently in advance so as to get the works completed before receipt of the equipment.)
- b. The Inspections and tests, at the discretion of DSE, may be conducted on the premises of the Vendor or its subcontractor(s), at point of delivery, and / or at the good's final destination. If conducted on the premises of the Vendor or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the DSE.
- c. Should any inspected or tested goods fail to conform to the specifications the DSE may reject the goods, and the vendor shall either replace the rejected goods or make alterations necessary to meet specification requirements free of cost to the DSE/user.
- d. DSE' right to inspect, test and, where necessary reject the goods after the goods' arrival at user's site shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by the DSE or its representative prior to the goods shipment from the country of origin.
- e. Nothing in this clause shall in any way release the vendor from any warranty or other obligations under this contract.

- f. The acceptance test will be conducted by the DSE, their consultant or any other person nominated by the DSE, at its option. There shall not be any additional charges for carrying out acceptance tests. Any reduction in functional requirements and performance specifications shall be ground for failure. Any malfunction, partial or complete failure of any part of hardware, firmware or excessive heating of hardware enclosures, motors attached to printers, drivers etc. or bugs in the software shall be grounds for failure of acceptance test. All the software should be complete and no missing modules / sections will be allowed. The vendor shall maintain necessary log in respect of the results of the tests to establish to the entire satisfaction of the DSE, the successful completion of the test specified. An average uptake efficiency of 97% for the duration of test period (7 days) shall be considered as satisfactory.
- g. In the event of the hardware and software failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the DSE reserves the rights to get the equipment replaced by the vendor at no extra cost to the DSE/user.

I.9. Acceptance certificates

On successful completion of acceptability test, receipt of deliverables etc, and after DSE is satisfied with the working of the system, the acceptance certificate signed by the vendor and the representative of the DSE will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the systems.

I.10. Packing

1. The vendor shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
2. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the DSE.

I.11. Delivery and documents

1. Delivery of the goods/services shall be made by the vendor in accordance with the terms specified in the Schedule of requirements. The details of shipping and / or other documents to be furnished and submitted by the vendor are specified below.

2. For Goods supplied from abroad:

1. Within 24 hours of shipment, the Vendor shall notify the DSE and the Insurance Company by cable or telex or fax full details of the shipment including contract number, description of goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Vendor shall mail the following documents to the DSE, with a copy to the Insurance Company.
2. Four copies of supplier's invoice showing goods description, quantity & unit price and total amount;
3. 4 copies of packing list identifying contents of each package;
4. Insurance certificate; Manufacturer's/Supplier's warranty certificate;
5. Inspection certificate, issued by the nominated inspection agency and the Supplier's factory inspection report; and
6. Certificate of origin.

The above documents shall be received by the DSE at least one week before arrival of Goods at the port or place of arrival and, if not received, the Vendor will be responsible for any consequent expenses.

3. For Goods from within India:

Upon delivery of the goods to the user, the vendor shall notify the DSE and mail the following documents to the DSE:

- a) Four copies of the Vendor invoice showing goods description, quantity, unit price total amount;
- b) Delivery note, or acknowledgement of receipt of goods from the user;
- c) Manufacturer's or Supplier's warranty certificate;
- d) Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report;
- e) Certificate of Origin;
- f) Insurance policy;
- g) Excise gate pass Octroi receipts wherever applicable duly sealed indicating payments made; and
- h) Any of the documents evidencing payment of statutory taxes.

The above documents shall be received by the DSE before arrival of the Goods (except deliver note and where it is handed over to the user with all documents) and if not received, the vendor will be responsible for any consequent expenses.

I.12. Insurance

1. It is suggested that the goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery up to user site.

2. The insurance should be for replacement value from "Warehouse to warehouse (final destination)" on "All Risks" valid for a period not less than 3 months after installation and commissioning.

I.13. Transportation

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

I.15. Incidental services

The Vendor may be required to provide any or all the following services, including additional services:

- a. Performance or supervision or maintenance and/or repair of the supplied goods and services, for a period of time agreed by the parties, provided that this service shall not relieve the Vendor of any warranty obligations under this Contract, and
- c. Training of DSE and/or its user organisation personnel, at the Vendor's site and / or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied goods and services.

Prices charged by the Vendor for the preceding incidental services, if any, should be indicated separately (if required), and same will be mutually negotiated separately.

I.16. Spare parts

1. The Vendor may be required to provide any or all of the following materials, notifications and information pertaining to spare parts manufactured or distributed by the Vendor.
2. Such spare parts as the DSE may elect to purchase from the Vendor, provided that this election shall not relieve the Vendor of any warranty obligations under the contract and
3. In the event of termination of production of the spare parts, an advance notification to the DSE of the pending termination, in sufficient time to permit the DSE to procure needed requirements and
4. The Vendor shall ensure availability of spares in stock at his nearest service centre for immediate delivery such spare parts as: (a) are necessary for a minimum of 5 years of operation after installation at the Purchaser's sites (b) are necessary to comply with specifications.

I.17. Warranty

The upgrades for the Anti Virus must be available online.

I.18. Maintenance service

1. Free maintenance services including spares shall be provided by the vendor during the period of warranty. User, at its discretion may ask the vendor to provide maintenance services after warranty period, i.e. annual maintenance and repairs of the system at the rates indicated by bidder in its proposal and on being asked so, the vendor shall provide the same. The cost of annual maintenance and repairs cost (after warranty period), which will include cost of spares replaced, shall be paid in equal quarterly instalments at the end of each quarter.
2. The maximum response time for maintenance complaint from any of the destination (i.e. time required for supplier's maintenance engineers to report to the installations after a request call/telegram is made or letter is written) shall not exceed 48 hours.
3. The vendor will accomplish preventive and breakdown maintenance activities to ensure that all hardware, and firmware execute without defect or interruption for at least required up time.
4. In case up time is less than the stipulated up time, penalty as indicated in the bid document shall be imposed on the vendor.
5. The amount of penalty if any will be recovered at source from the performance guarantee during the warranty or from annual maintenance charges payable as the case may be.

I.19. Payment

1. The vendor's request(s) for payment shall be made to the DSE in writing, accompanied by an invoice describing, as appropriate, the goods/service delivered/ performed.
2. Payments shall be made promptly by the DSE, but in no case later than (30) days after submission of a valid invoice or claim by the vendor.
3. The currency of payment will be Indian rupees.
4. Payment shall be made as indicated in Bid document.
 - a. The annual maintenance and repair cost as per separate agreement if any shall be paid in equal quarterly instalments at the end of each quarter as per the rates quoted and agreed.
5. Payment will be made through cheque.

I.20. Prices

1. Prices charged by the Vendor for goods delivered and services performed under the contract shall not vary from the prices quoted by the Vendor in its bid, with the exception of any price adjustments authorised in special conditions of contract or in the request for bid validity extension, as the case may be.

I.21. Change orders

DSE may, at any time, by written order given to the Vendor, make changes within the general scope of the Contract in any one or more of the following:

1. Drawing, designs, or specifications, where Goods to be supplied under the Contract are to be specifically manufactured for the DSE;
2. The method of shipment or packing;
3. The place of delivery and/or the services to be provided by the Vendor.

If any such change causes an increase or decrease in the cost of, or the time required for, the vendor's performance of any provisions under the contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any claims by the Vendor for adjustment under this clause must be asserted within thirty (30) days from the date of the Vendor's receipt of the change order.

I.22. Contract amendment

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

I.23. Assignment

The Vendor shall not assign, in whole or in part, its obligations to perform under this Contract, except with the prior written consent from DSE.

I.24. Subcontracts

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

I.25. Delays in the supplier's performance

1. Delivery of the Goods and performance of the services shall be made by the Vendor in accordance with the time schedule specified by the DSE in the specifications.
2. If at any time during performance of the Contract, the Vendor or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the Vendor shall promptly notify the DSE in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the vendor's notice, DSE shall evaluate

the situation and may at its discretion extend the Vendor's time for performance, with or without liquidated damages.

3. A delay by the Vendor in the performance of its delivery obligations shall render the vendor liable to the imposition of appropriate liquidated damages, unless an extension of time is agreed upon by DSE with out liquidated damages.

I.26. Liquidated damages

If the Vendor fails to deliver any or all of the goods or perform the services within the time period(s) specified in the Contract, the DSE shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to, as per the terms indicated in the bid document, until actual delivery or performance, subject to maximum limit. Once the maximum is reached, the DSE may consider termination of the contract.

I.27. Termination for default

1. The DSE, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Vendor, may terminate the Contract in whole or in part:

- a. if the Vendor fails to deliver any or all of the Goods/services within the time period(s) specified in the contract, or within any extension there of granted by the DSE pursuant to Clause 25 of GCC or
 - b. if the Vendor fails to perform any other obligation(s) under the Contract or
 - c. if the Vendor, in the judgement of the DSE has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
2. In the event the DSE terminated the contract in whole or in part, DSE may procure, upon such terms and in such manner as it deems appropriate, goods or services similar to those undelivered, and the Vendor shall be liable to the DSE for any excess costs for such similar goods or services. However, the Vendor shall continue performance of the contract to the extent not terminated.

I.28. Force majeure

1. The Vendor 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.
2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the DSE in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

3. If a Force Majeure situation arises, the Vendor shall promptly notify the DSE in writing of such condition and the cause thereof. Unless otherwise directed by the DSE in writing, the Vendor 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.

I.29. Termination for insolvency

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

I.30. Termination for convenience

1. DSE, may at any time by giving 30 days written notice to the Vendor, terminate the Contract, in whole or in part, for its convenience. The notice of termination shall specify that termination is for the DSE/Purchaser's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.
2. The goods those are complete and ready for shipment within thirty (30) days after the vendor's receipt of notice of termination shall be accepted by the DSE at the contract terms and prices. For the remaining Goods, the DSE may elect to have any portion completed and delivered at the contract terms and prices at its discretion.

I.31. Resolution of disputes

1. The DSE and the Vendor 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.
2. If, after thirty (30) days from the commencement of such informal negotiations, the DSE and the Vendor have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified here in. These mechanisms may include, but are not restricted to, conciliation mediated by a third party.
3. The dispute resolution mechanism shall be as follows:
4. In case of a dispute or difference arising between the DSE and the Vendor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, of India, 1996.

I.32. Governing language

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

I.33. Applicable law

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

I.34. Notices

1. Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by telex, email, cable or facsimile and confirmed in writing to the other party's address.
2. A notice shall be effective when delivered or tendered to other party whichever is earlier.

I.35. Taxes and duties

The vendor shall be entirely responsible for all taxes, duties, license fee Octroi, road permits etc. incurred until delivery of the contracted Goods/services at the site of the user or as per the terms of tender document if specifically mentioned.

I.36. Licensing considerations

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

I.37. Protection against damages- site conditions :

1. The system shall not be prone to damage during power failures and trip outs. The normal voltage and frequency conditions available at site are as under:
 - a. Voltage 230 Volts
 - b. Frequency 50 Hz.
2. However, locations may suffer from low voltage conditions with voltage dropping to as low as 170 Volts and high voltage conditions with voltage going as high as 270 volts. Frequency could drop to 47 Hz. The ambient temperature may vary from 20 C to 48 C. The relative humidity may range in between 10% to 95%.

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

I.38. Fail-safe procedure

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

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

I.39. Training:

For each hardware and software component installed, the Vendor may be required to train the designated DSE and user personnel to enable them to effectively operate the total system. The training, if required, shall be given, as specified in the SCC at the locations specified. The training schedule will be agreed to by both parties during the performance of the Contract.

I. Bid letter form

From:
(Registered name and address of the bidder.)

To:
The Director of School Education
Andhra Pradesh
Beside Telephone Bhavan
Saifabad, Hyderabad.India.

Sir,

Having examined the bidding documents and amendments there on, we the undersigned, offer to provide services/execute the works including supply, delivery of Anti virus licenses as the case may be, in conformity with the terms and conditions of the bidding document and amendments there on, for the following project in response to your tender call dated

Project title: -----

We undertake to provide services/execute the above project or its part assigned to us in conformity with the said bidding documents for an estimated sum of rupees as indicated in final bid which may vary in accordance with the schedule of prices attached herewith and coverage options made by DSE. or its user organisation.

If our bid is accepted, we undertake to;

- i. provide services/execute the work according to the time schedule specified in the bid document,
- ii. obtain the performance guarantee of a bank in accordance with bid requirements for the due performance of the contract, and
- iii. agree to abide by the bid conditions, including pre-bid meeting minutes if any, which remain binding upon us during the entire bid validity period and bid may be accepted any time before the expiration of that period.
- iv. We understand that you are not bound to accept the lowest or any bid you may receive, nor to give any reason for the rejection of any bid and that you will not defray any expenses incurred by us in bidding.

Place: Bidder's signature
Date: and seal.

II. Contract form

THIS AGREEMENT made the day of (year).. Between the Director of School Education (hereinafter "the DSE") of one part and (Name of Vendor) of (City and Country of Vendor) (hereinafter "the Vendor") of the other part:

WHEREAS the DSE is desirous that certain solution, service and materials, as described in the bid document and briefly outlined below, should be provided by the Vendor.

Date of tender call:

Title of the project:

Brief outline of the work:

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this agreement words and expression shall have the same meanings as are respectively assigned to them in the bid document referred to.

The following documents shall be deemed to form and be read and construed as part of this Agreement, viz..

1. bid documents
2. pre - bid conference minutes if any,
3. clarification on bid document issued if any,
4. DSE notification of award.

In consideration of the payments to be made by the DSE to the Vendor as hereinafter mentioned, the Vendor hereby covenants with the DSE to provide the goods and services (solution, service and materials) and to remedy defects therein in conformity, in all respects, with the provisions of the contract.

The DSE hereby covenants to pay the Vendor in consideration of the provision of the goods and services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Solution, service or material	Quantity	Unit price	Amount	Remarks

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

Signed, and delivered by

Signed, and delivered by

for the Vendor.
Vendor's common seal:
Place
Date:

For Director of School Education
DSE common seal:
Place:
Date:

In the presence of:

Annexure: 2

DSE Ref. No.....

IV . Performance security form

(To be issued by a bank scheduled in India and having at least one branch in Hyderabad)

To: (Address of DSE)

WHEREAS (Name of Vendor) hereinafter called "the Vendor" has undertaken, in pursuance of Contract No..... dated, (Date), to supply called "the Contract".

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

WHEREAS we have agreed to give the Vendor a Guarantee:

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

This guarantee is valid until the day of (Date)

Place:	Signature of guarantors
Date:	and seal.

Annexure : 3

V . Manufacturer / developer authorisation.

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

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

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

Note: The letter of authority should be signed by a person competent and having the power of attorney to bind the manufacturer.

Form: P-1

I. Bidder Information

1	Name of the organisation	
2	Year of establishment	
3	Registered Office Address	
4	Phone No.	
5	Fax No.	
6	Email	
7	Total No. of branch offices in AP	
8	Total Support engineers at -	
	a. At Head office (No.)	
	b. At branch offices (No.)	
9	Whether Manufacturer	Yes/No, If yes, Provide relevant documents.
10	Whether Authorised Dealer/ Service provider	Yes/No, If yes, provide relevant documents
11	Details of EMD furnished	
12	Details of certificates enclosed.	

Bidders Signature

Form: P-2A

Turn over details of Item /product

(Irrespective of brand/make)

S. No.	Item Name	Nos. sold	numbers

Bidders Signature

Form: P -2B

Turn over details of Item /product

(Brand offered)

S. No.	Item Name	Nos. sold	numbers

Bidders Signature

Form: P -3

List of Major Customers

S.No	Customer Full address	Year of supply	Item Name	Turn over Under Form P-2A(Nos.)	Turn Over Under Form P-2B(Nos.)

Bidders Signature

Form: P-4

Details of service centres in AP

S.No	Full Address of service centre	Contact person with phone No.	No. of support engineers

Bidders Signature

Form: T - 1

Sl. No.	Item	Specification Required	Specification of proposed item	Specification Higher/Lower

Bidders Signature

Form: T - 2

Check List

Compliance/agreed/enclosed/ deviation statement.

The following are the particulars of compliance/deviations from the requirements of the tender specifications.

Bid document reference	Remarks
1. Delivery period	
2. Form P-1	
3. Form P-2A	
4. Form P-2B	
5. Form P-3	
6. Form P-4	
7. Form P-5 (Bidders format)	

8. Form P-6 (Bidders format)	
9. Form T-1	
10. Form T-2	
11. Form T-3 (Bidders format)	
12. Form T-4 (Bidders format)	
13. Form F-1	
14. Pre-qualification criterion	
15. Technical specifications	
16. Financial bid format	
17. General instruction to bidders	
18. Standard procedure for bid evaluation	
19. General condition of proposed contract(GCC)	
20. Special Condition of proposed Contract(SCC)	

The specifications and conditions furnished in the bidding document shall prevail over those of any other document forming a part of our bid, except only to the extent of deviations furnished in this statement.

Place: Bidder's signature

Date: and seal.

NOTE: For every item appropriate remarks should be indicated like 'no deviation', 'agreed', 'enclosed' etc. as the case may be.

Form: F-1

Price schedule for goods/ services offered

Schedule no.	Item details with make and model	Unit Price without taxes	Qty.	Total Price without Taxes	Sales tax & other duties etc. on total price	Total price with taxes and duties etc.	% of AMC on Col No.7 for 2, 3, 4, and 5 th years beyond warranty period of 1 year. Each year separately.			
							2 nd Year 8	3 rd year 9	4 th year 10	5 th year 11
1	2	3	4	5	6	7				

Bid price in words (Col. No. 3) _____

Bid price in words (Col. No. 5) _____

Bid price in words (Col. No. 6) _____

Bid price in words (Col. No. 7) _____

Bid % in words (Col. No. 8) _____

Bid % in words (Col. No. 9) _____

Bid % in words (Col. No. 10) _____

Bid % in words (Col. No. 11) _____

(Signature of Bidder)