



# THE J&K BOARD OF PROFESSIONAL ENTRANCE EXAMINATIONS

Tele/Fax: 0194-2433590, 2437647 (Srinagar): 0191-2479371, 2470102 (Jammu)

Website: <http://www.jakbopee.org>, Email: [helpdeskjakbopee@gmail.com](mailto:helpdeskjakbopee@gmail.com)

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## TENDER No.01/COMPUTER/HW/2017

### Tender Notice for procurement All-in-one Desktop Computers, Network Printer cum Photocopier, Document Scanners and Network Routers

Sealed Tenders for procurement of All-in-one Desktop Computers, Network Printer cum Photocopier, Document Scanners and Network Routers are invited under two Bid system, viz. Technical Bid and Financial Bid from reputed manufacturers/ authorised dealers like HP, Dell, Lenovo/ Sharp/Xerox/Richo/ Cisco/Dell etc as applicable to the items to be purchase. The Tender Notice and Tender Document can be downloaded from the website of J&K Board of Professional Entrance Examinations i.e. [www.jakbopee.org](http://www.jakbopee.org) under link "Tenders". There is no fee for Tender Document. The important dates relating to above tender enquiry are as under:-

Date of Publishing of Tender Notice	:	18.10.2017
Date for furnishing the names of representatives for attending the pre-bid conference	:	23.10.2017
Date of Pre-bid conference	:	25.10.2017
Last date of submission of suggestions in writing	:	26.10.2017
Date of Publishing of corrigenda, if required, on J&K BOPEE website	:	26.10.2017
Last date of submission of Bids	:	18.11.2017

2. The Tenders, complete in all respects, should be submitted in sealed envelope addressed to the FA/CAO, J&K Board of Professional Entrance Examination, 4<sup>th</sup> Floor Bahu Plaza Jammu -180012 and be **dropped in the Tender Box on or before 18.11.2017 upto 1700 hrs.**

**For & on behalf of Governor.**

Under Secretary

J&K Board of Professional Entrance Examinations

No.BOPEE/Adm-25/2017

Dated: 18.10.2017



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Tender No.01/Computer/HW/2017

Dated: 18.10.2017

## Tender Document

J&K Board of Professional Entrance Examination invites Advertised Tender Enquiry in two bid system for procurement and installation of All-in-one Desktop Computers, Network Printer cum Photocopier, Document Scanners and Network Routers.

### 2. Scope of work

J&K Board of Professional Entrance Examinations intends to purchase All-in-one Desktop Computers, Network Printer cum Photocopier, Document Scanners and Routers for upgradation of IT infrastructure of the Board. The nature of the work requires immediate action. Therefore, the infrastructure for providing support services including computers are required to be kept in excellent condition and the defects need to be repaired immediately in case of malfunctioning. Considering the above scope of work, the bidder shall have to supply All-in-one Desktop Computers, Network Printer cum Photocopier, Document Scanners and Network Routers and provide warranty/maintenance services of high quality. The specification of the required item and quantity are mentioned hereinafter.

### 3. Quantity:-

- a) 15 Number All-in-One Desktop Computers.
- b) 2 Number Network Printer cum Photocopier.
- c) 3 Number Document Scanners are proposed to be procured by the J&K Board of Professional Entrance Examinations. In case of additional requirement, a repeat order on the same terms & conditions may be issued by the J&K Board of Professional Entrance Examinations (Purchaser).
- d) 2 Number Network Routers

### 4. Specifications:-

- (i). The specification of above mentioned items are given at Annexure-I.
- (ii). All the Softwares shall be pre-installed.
- (iii). A bidder may quote purchase All-in-one Desktop Computers, Network Printer cum Photocopier, Document Scanners and Network Routers / specifications as given in Annexure-I.
- (iv). Only branded items shall be accepted.

5. **Certifications:-**

- (i). The product quoted shall have following certifications:-
- (ii). BIS Mark (Bureau of Indian Standards).
- (iii). OEM (Original Equipment Manufacturer) should be authorised to sell pre-installed Windows 2010. The authorisation of Microsoft Corporation shall be furnished by the bidder in Technical Bid.
- (iv). ISO 9001:2008 of OEM
- (v). ISO 14001 Certification of OEM.

6. **Quality of Goods & Standard:-**

- (i). The goods to be supplied shall be of highest workmanship and quality, unused and shall be free from manufacturing defect. In case of manufacturing defect, the goods shall be replaced with a new one within seven working days.
- (ii). The goods shall have original packing of manufacturer.
- (iii). The first party after the supply of items, shall furnish a certificate from OEM to the effect that the goods supplied are as per specifications and standards given in the tender document and the bid document or from the technical agency as may be specified by the BOPEE like NICSI(National Informatics Centre Services Inc) or NIELT(National Institute of Electronics and Information Technology).
- (iv). The breach of the terms of the clause may result in forfeiture of Performance Security Deposit and blacklisting of suppliers for doing business with J&K Board of Professional Entrance Examinations.

7. **Warranty & Complaint Redressal:-**

- (i). The product quoted shall have at least 2 years onsite warranty of OEM.
- (ii). The warranty period shall commence after lapse of 90 days from the date of receipt of items by the Board.
- (iii). The warranty shall include items supplied, all specifications, parts & softwares included in the item or supplied with it.
- (iv). The complaint during warranty period shall be resolved within 24 hours of lodging the same. The duration of complaint shall be on the basis of call to resolve basis.
- (v). The Engineer while making visit for complaint redressal shall carry spare parts and repair the computer immediately. No excuse like lodging the complaint or request for supply of spare parts to the OEM shall be entertained.
- (vi). The OEM shall make available direct & hassle free facility including dedicated telephone nos. for lodging the complaint. The OEM/bidder shall also make available the facility of Technical Account Manager (TAM) and furnish monthly report of the complaints lodged and action taken thereon.
- (vii). In case of replacement of Hard Disk, the defective Hard Disk, for security reasons, will not be returned to the OEM/Bidder.

- (viii). The bidder shall ensure that the terms & conditions of warranty and complaint redressal are honoured by their OEM. In case of default of the OEM, the penalty may be imposed on the bidder at the discretion of J&K Board of Professional Entrance Examinations . In case of delay in complaint redressal, a penalty not exceeding Rs.500 per day per computer may be imposed on the bidder at the discretion of J&K Board of Professional Entrance Examinations . The penalty, if not paid, may be recovered from the Performance Security Deposit furnished or from any other dues payable by LSS.

#### 8. Eligibility Criteria

- (i). The Bidders must have their Head office/Branch office/ Authorised dealers in Srinagar/Jammu and must conform to norms of the Government pertaining to registration and taxation.
- (ii). The Bidder must have infrastructure for providing services for maintenance of All-in-one Desktop Computers, Network Printer cum Photocopier, Document Scanners and Network Routers. The detail of the same shall be furnished in Technical Bid, Part-A in the format given at **Annexure-II** of this tender document.
- (iii). There must be Service Centre of OEM in Srinagar/Jammu Region and in a radius of 15-20 kms. from the J&K Board of Professional Entrance Examinations . The details of the same shall be furnished in Technical Bid, Part-A in the format given at **Annexure-II** of this tender document.
- (iv). The bidder must be Authorised by the OEM whose product is quoted for this tender enquiry. The Authorization of the OEM shall be furnished in original in the Proforma given at **Annexure-III** and furnished in Part-A of Technical Bid.
- (v). Bidder must have minimum three year's experience of supply of the tendered items to Government Departments/PSUs/Autonomous organizations and should not have been blacklisted by any of them.
- (vi). The bidder must not have been blacklisted by any Government Departments/PSUs/Autonomous organization. An Undertaking duly attested by Executive Magistrate/ Public Notary shall be furnished in Technical Bid Part-A in the format given at Annexure-IV of this tender document.
- (vii). The Bidder shall be capable to execute the order and must have experience of supplying the All-in-one Desktop Computers, Network Printer cum Photocopier, Document Scanners and Network Routers to Government Departments/PSUs/Autonomous organizations in similar quantity. In this regard, Three Purchase Orders each of Rs. 25 Lakhs or above received from above departments/organisations in last three consecutive Financial Year with proof of supply and installation shall be furnished in Technical Bid. The Board however reserves the right to relax

the condition in case none of the bidders fulfils the condition and may reduce the purchase order, but shall not be less than Rs. 15 Lakhs in any case.

- (viii). Bidder must have minimum turnover of Rs 25 lakhs during each of the last three consecutive financial years or the cumulative turn over for the last three consecutive financial years should not be less than Rs. 75.00 lakhs
- (ix). The above conditions shall also apply to the other items other than computer in case if a bidder is a separate firm/agency.
- (x). The Bidder shall also fulfil the other eligibility criteria as mentioned in **Annexure -V** of this Tender Document.

#### 9. Pre-Bid Conference:-

A Pre-Bid Conference for the Bidders will also be held at 1500 hrs. onwards on 25.10.2017 in the office of the Financial Advisor/CAO JKBOPEE, Srinagar for clarifying issues, clearing doubts and having suggestions, if any, regarding Tender. The bidders shall have to send names of their representatives for attending the pre-bid conference latest by 23.10.2017 at e-mail:- [helpdeskjakbopee@gmail.com](mailto:helpdeskjakbopee@gmail.com).

#### 10. Suggestions of Bidders:-

- (i). The interested bidders may offer suggestions in writing on e-mail:- [helpdeskjakbopee@gmail.com](mailto:helpdeskjakbopee@gmail.com) regarding specifications, tender procedure and terms and conditions etc. of this tender latest by 26.10.2017 upto 3PM. The suggestions so received will be considered by J&K Board of Professional Entrance Examinations and if necessary, a corrigendum will be uploaded on the Website of J&K Board of Professional Entrance Examinations ([www.jakbopee.org](http://www.jakbopee.org)) on 26.10.2017.
- (ii). If the bidder feels that any item/machine/component/software/work which is essential for the working of above Computer is not mentioned in this tender document then the bidder shall make a suggestion to that effect in the pre-bid conference or separately up to the last date of making suggestion *i.e.* 26.10.2017.

#### 11. Technical Bid

The Technical Bid shall comprise of two parts viz., Part - A and Part - B. Part - A of Technical Bid shall consist of documents pertaining to eligibility criteria as mentioned in **Annexure-V** of this Tender Document and other documents required to be furnished in accordance with this Tender document. In Part-B of Technical Bid, the specifications & model etc. quoted shall be furnished in the proforma given at **Annexure-VI** of this tender document. Both the bids shall be serially numbered, indexed and kept in separate envelopes superscribed as

"Technical Bid - Part A" and "Technical Bid - Part B". Both these envelopes shall be placed in a bigger envelope. The bigger envelope shall be superscribed as Technical Bid for procurement of All-in-one Desktop Computers, Network Printer cum Photocopier, Document Scanners and Network Routers.

12. **Financial Bid**

The Financial Bid shall be quoted in the proforma given at **Annexure-VII & VIII**. In the proforma given at **Annexure-VII**, rate of the All-in-One Desktop Computers shall be quoted. In this regard, the following points may also be noted:-

- (i). In the Financial Bid only prices/rate(s) and applicable taxes shall be quoted.
- (iii). The rate(s) /prices shall be quoted in Indian Rupees only (in words as well as in figures).
- (iv). The Financial Bid shall have break-up of price and applicable taxes as mentioned therein.
- (v). The price shall be inclusive of packing/cartage etc.
- (vi). The Bidder shall quote only one rate for each item.
- (vii). The rate quoted shall be final and no revision shall be allowed.
- (viii). Bidders can quote the rates for item/items for which he is otherwise eligible.

13. **Bid Validity:-**

- (i). The Bid shall remain valid for a period of 120 days from the last date of submission of Bid.
- (ii). The rate quoted must be valid for **SIX months** from the date of opening of Financial Bid and bidder shall be bound to supply, install & commission the additional requirement on the same rate and Terms & Conditions.

14. **Submission of Bid**

- (i). The Bid shall be legible, typed/printed and be in English only. All the pages of the Bid should be serially numbered, indexed and signed.
- (ii). The Bid prepared by the Bidder shall comprise of Technical Bid and Financial Bid.
- (iii). Bid may be submitted in the following manner:
  - (a) **Envelope No. 1**- Shall contain the **Earnest Money Deposit (EMD)/Bid Security**.

The envelope must be superscribed as "EMD/Bid Security for procurement of purchase All-in-one Desktop Computers, Network Printer cum Photocopier, Document Scanners and Network Routers .

- (b) **Envelope No. 2-** Shall contain Technical Bid Part-A and Part-B. The envelope shall be super scribed as Technical Bid for procurement of purchase All-in-one Desktop Computers, Network Printer cum Photocopier, Document Scanners and Network Routers .
- (c) **Envelope No.3-** Shall contain Financial Bid. The envelope shall be super scribed as Financial Bid for procurement of purchase All-in-one Desktop Computers, Network Printer cum Photocopier, Document Scanners and Network Routers .
- (d) **Envelope No. 4-** Shall be a bigger envelope containing envelopes 1, 2 & 3 as mentioned above. The envelope shall be super scribed as Tender for procurement of purchase All-in-one Desktop Computers, Network Printer cum Photocopier, Document Scanners and Network Routers .

All the envelopes must be sealed and superscribed as mentioned above. All the envelopes shall be addressed to **Financial Advisor, J&K Board of Professional Entrance Examination 4<sup>th</sup> Floor, South Block, Bahu Plaza, Jammu 180012 on or before the last date and time of submission of Tender, i.e. 18.11.2017 upto 1700 hrs.** If the last date happens to be a holiday, the same will be accepted on next working day as per above schedule. Tender(s) received after due date and time and sent by email, fax, telegram or any other method will not be accepted.

All the envelopes shall also indicate the name and address of the Bidder enabling the Bid to be returned, if required.

15. **Bid Processing fee ( non-refundable):**

Rs. 1000/- (Rs. One Thousand only) per tender to be submitted in the form of Demand Draft/Bank's Cheque in favour of FA/CAO, JKBOPEE payable at Jammu. Bid processing fee is to be deposit alongwith the Tender document submission.

16. **Bid Security/Earnest Money Deposit (EMD)**

- (i). An Earnest Money of Rs. 75,000/- on total amount quoted in the form of Account Payee Demand Draft/Fixed Deposit Receipt/Banker's Cheque/Bank Guarantee in favour of " **Financial Advisor**", J&KBOPEE must be furnished in a separate envelope as stated in para 14(i) above. Earnest Money will not be accepted in the form of Money Order/Cash. The Bid Security shall remain valid for a period of 45 days from the last date of **Bid Validity Period**.
- (ii). A Bid received without Earnest Money or with Earnest Money of lesser value will be outrightly rejected.
- (iii). The EMD may be forfeited in the following cases:-

- (a) If a Bidder withdraws his/her bid during the period of Bid validity;  
or
- (b) In the case of finally selected Bidder, if the Bidder fails: -
- (i) to furnish contract performance security in accordance with Tender;  
or
  - (ii) if at any stage of the Tender process, the information or declaration furnished is found false;  
or
  - (iii) if the Bidder fails to execute a contract as per terms and conditions of Tender Notice.
  - (iv) **The Earnest Money is not required to be submitted by the Bidder who is registered with the Central Purchase Organization, National Small Industries Corporation(NSIC). In such case, a copy of valid Registration Certificate issued by DGS&D/NSIC (for the quoted product) shall be furnished in place of Bank Draft/Bank Guarantee, etc. as per para 15(i) above.**
  - (v) Bid securities of the unsuccessful bidders shall be returned to them on expiry of the bid validity or before the 30th day after the award of the contract whichever is earlier. The EMD of finally selected Bidder will be discharged upon his/her signing the agreement for supply, installation, commissioning, warranty support etc. of goods which are subject matter of this tender and furnishing the Performance Security Deposit (PSD) before placing purchase order.

17. Opening of Bid

- (i). **Envelope No.1 containing the Earnest Money/Bid Security/Bid processing fee/Registration certificate issued by DGS&D/NSIC shall be opened by FA/CAO, JKBOPEE on 20.11.2017 at 1500 hrs. in the presence of Committee of Officers as may be constituted by the Board in this behalf and the Bidders or their Authorized Representatives. The Representatives are required to bring photo identity cards issued by the Bidder and also a copy of the authorization as given in Annexure-X. A copy of the authorization may also be sent to this Board separately at least two working days before the opening of the Bid.**
- (ii). **The bid of the bidder whose EMD is not in accordance with this tender document shall be summarily rejected and no further action shall be taken thereon.**
- (iii). **Envelope No.2 containing the Technical Bid shall then be opened on 20.11.2017 and serially numbered. Envelope containing Part A of the Technical Bid shall be opened first. After scrutiny of Part A of Technical Bid, a list of eligible bidders shall be prepared and communicated to the bidders. Thereafter, Envelope containing Part B of Technical Bid of eligible bidders shall be opened. The date of opening of Part-B of Technical Bid will be intimated to the eligible**

bidders in due course. No query regarding Technical Bid/Bid Security shall be entertained after opening of Technical Bid.

- (iv). **Envelope No.3** containing the Financial Bids shall be opened only for technically qualified Bidders in the presence of FA/CAO, JKBOPEE, and the Bidders/their Authorized Representatives on a later date which would be intimated to technically qualified Bidders. Only summary of prices quoted by the Bidders will be read out.
- (v). J&K Board of Professional Entrance Examinations reserves the rights to reject bids not conforming to the Tender Document.

#### **18. Technical Evaluation Process**

- (i). A duly constituted Technical Evaluation Committee (TEC) will examine and evaluate the Technical Bids. Firstly, Part-A of Technical Bid will be examined. The bidder complying to the Eligibility Criteria given in the Tender Document will qualify for opening & evaluation of Part-B of Technical Bid. The date of opening of Part-B of Technical Bid will be notified to the eligible bidders. Thereafter, TEC will examine Part-B of Technical Bid.
- (ii). The TEC may require the bidder to furnish clarifications on the items quoted and documents furnished. The TEC may also require the bidder to show the sample and do such other things which are necessary & expedient for proper technical evaluation.
- (iii). The TEC shall shortlist the bidders on the basis of technical parameters.
- (iv). J&K Board of Professional Entrance Examinations reserves the right to amend/modify the evaluation procedure anytime in its overall interest.

#### **19. Determination of Lowest Bidder and award of contract**

##### **(a) Determination of Lowest Bidder (L-1)**

The Criteria for evaluation of Lowest Bidder shall be as under:

- (i). The rates shall be quoted item wise for the purpose of evaluation of Lowest Bidder (L-1).
- (ii). Lowest Bidder (L-1) will be the one whose quoted rate for All-in-one Desktop Computers, Network Printer cum Photocopier, Document Scanners and Network Routers.
- (iii). Board also reserves the right to accept the Lowest Bidder for an item for which the rates has been offered excluding being the OEM of the product or the authorised dealer of the product.
- (iv). J&K Board of Professional Entrance Examinations reserves the right to select any of the Lowest Bidder in case of tie.
- (v). J&K Board of Professional Entrance Examinations also reserves the right to not to accept lowest bid if the price quoted is found to be unreasonable and not consistent with market price.

(b) **Award of contract**

After selection of Lowest Evaluated Bidder/Bidders, contract for supply & installation of the items required along with services shall be awarded to the successful Lowest Evaluated Bidder. Such Lowest Evaluated Bidder shall have to execute an Agreement for the above purpose with J&K Board of Professional Entrance Examinations within a period of 15 days of the issue of letter of acceptance on a stamp paper of Rs. 100/- (to be paid by Bidder) as per proforma to be provided by J&K Board of Professional Entrance Examinations . The Agreement shall include Terms & Conditions mentioned in this Tender Document.

**20. Price**

- (i). The price quoted shall be reasonable and consistent with the specifications and quality of the items & services to be supplied.
- (ii). If the price falls due to reduction in cost or lowering of applicable taxes or otherwise between the date of submission of tender and date of supply of last instalment of required goods, the benefit of reduced price shall be extended to J&K Board of Professional Entrance Examinations.
- (iii). The price charged for the stores supplied under the tender by the bidder shall in no event exceed the lowest price at which the bidder sells the stores or offer to sell stores of identical description to any other person(s)/organization(s) in India including the purchaser or any department of the Central/State Government or any statutory bodies of the Central or a State Government or any autonomous organization of the Government, as the case may be, during the period of twelve months from the date of submission of bid.
- (iv). If during the period as mentioned at sub clause (iii) above, the bidder sells the goods, which is subject matter of this tender, below the price charged to J&K Board of Professional Entrance Examinations then the benefit of such lower price shall also be extended to J&K Board of Professional Entrance Examinations . If the bidder fails to do so, the difference of above prices shall be deducted from the Performance Security Deposit.

**21. Fair Competition**

- (i). The bidder shall not do any act which deprives J&K Board of Professional Entrance Examinations of competition among the bidders.
- (ii). The bidder shall not indulge on his own or in association with OEM or company or an organization in any unfair and restrictive trade practice cartel and collusive bidding.
- (iii). The bidder shall not, by unlawful means, influence or try to influence the decision making process of J&K Board of Professional Entrance Examinations

to his/her advantage or to the advantage of any other bidder in whom he/she is interested.

- (iv). The violation of terms and conditions of this clause may result in forfeiture of EMD or PSD and may also be liable for blacklisting for doing business with J&K Board of Professional Entrance Examinations besides other legal action that may be taken by J&K Board of Professional Entrance Examinations.

## 22. Performance Security Deposit (PSD)

Before signing of agreement for procurement and installation of All-in-One Desktop Computers & Services of Engineer and placing of Purchase Order, the successful Bidder shall have to furnish a Performance Security amounting to 5% of total value of the contract (L1 price) in the form of Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial Bank, Bank Guarantee from a Commercial Bank in an acceptable form safeguarding the purchasers interest in all respects in favour of "Financial Advisor, J&KBOPEE". The Performance Security shall also be furnished by the **Bidders registered with DGS&D and NSIC or any other authorized agency of the State/Central Government if applicable**. The Performance Security will remain valid for a period of *sixty days* beyond the date of completion of all contractual obligation of the supplier including warranty obligation. The Bid Security shall be returned to the successful bidder on receipt of Performance Security.

## 23. Delivery and Installation

- (i). The delivery of goods which is subject matter of present tender enquiry shall be delivered within 4-5 weeks of the signing of the agreement for the supply of the same.
- (ii). The goods shall be delivered free on board at premises of the Purchaser in good condition on working days during office hours. If the goods are brought after the above time, the receipt of delivery may be refused.
- (iii). The Purchaser shall have right to inspect the goods at the time of delivery by itself or by any agency nominated by it. The bidder shall extend all reasonable facilities for the inspection/testing of the goods at the premises of either purchaser or bidder/OEM at the discretion of the purchaser. If, it is found that the delivery is not as per terms of this agreement, the purchaser may refuse to take delivery of the same and shall be at liberty to take action as per this agreement.
- (iv). In case of delayed delivery upto 15 days, a penalty of an amount equal to 1% of the total value of the order will be imposed. Thereafter, a penalty at the rate of 2% of the value of the items upto 30 days will be imposed. Further, in case

of delay of more than 30 days, the penalty shall exceed to 5% of total value of work/purchase order. Besides, the Agreement may be cancelled if the delay exceeds 30 days. The penalty shall be imposed at the discretion of the purchaser *i.e.* J&K Board of Professional Entrance Examinations . The penalty, if not paid, shall be recovered from payment due to the bidder or PSD furnished.

- (v). Installation, Testing & Commissioning of items supplied shall be completed by the bidder within 30 days from the date of supply. In case of delay in installation, completion & commissioning, a penalty at the rate of 1% per month of the total value of order or the actual cost of billing or part thereof as the case may be shall be imposed by the purchaser at its discretion and if not paid shall be recovered from payment due to the bidder including PSD furnished.
- (vi). In the event of failure to supply whole or part of the work order or failure to complete the work as per terms of agreement, LSS is free to order the whole or part of the store/work to the L-2 or any other source at the risk and cost of L-1. In the event of non-supply by the L-1, the performance security or earnest money so deposited by the bidder shall be forfeited and other legal action may also be initiated. Further, the bidder will be blacklisted from participating in any tender with J&K Board of Professional Entrance Examinations.
- (vii). The bidder shall have to install all the purchased All-in-one Desktop Computers, Network Printer cum Photocopier, Document Scanners and Routers which is subject matter of this tender enquiry or the items as may be allotted to him. The installation works shall include migration of existing data store of old desktop computers onto above All-in-one Desktop computers. The bidder shall also have to assist in loading of application software developed for reporting service. No payment shall be given for above installation and migration of existing data.

#### 24. Force Majeure

If at any time during the continuance of this Tender, the performance in whole or in part by either party of any obligation under this Tender shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as such acts) provided notice of happening of such event is given by one party to the other within 21 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate this Tender nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries and installation under the Tender shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Competent Authority as to whether the deliveries have been so resumed or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this Tender

is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the Tender provided also that the purchaser shall be at liberty to take over from the Bidder at a price to be fixed by Competent Authority, which shall be final, all unused, undamaged and accepted material, bought out components and stores in course or manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit excepting such materials, bought out components and stores as the Bidder may with the concurrence of the purchaser elect to retain.

## 25. Other General Terms and Conditions

- (i). The individual signing the Tender Document or any other document forming part of the Tender on behalf of Proprietor/Company/Firm shall produce an authenticated copy of the resolution passed by the Company, or Power of Attorney duly executed in his favour stating that he has the authority to bind the Proprietor/Company/Firm in all matters pertaining to the Tender including the arbitration clauses and entering into Agreement. In case any person signs the Agreement on behalf of any Partnership Firm, he will produce the partnership deed to prove his authority to sign the tender document and agreement. A letter of authority shall also be furnished in Part-A of technical bid in the format given at **Annexure-VII**.
- (ii). The Bidder shall indemnify the J&K Board of Professional Entrance Examinations against all damages/charges and expenses on account of the negligence of the Bidder/his servants or damages to the property of any member of the public or any person or in executing the work or otherwise.
- (iii). The decision of J&K Board of Professional Entrance Examinations arrived during the various stages of the evaluation of the Bids will be final & binding on all bidders. Any representation towards these shall not be entertained by J&K Board of Professional Entrance Examinations .
- (iv). In case, the bidder is found in-breach of any condition(s) of Tender or Supply Order, at any stage during the course of supply/installation/commissioning or warranty period, the legal action as per laws shall be taken.
- (v). Any additional condition other than mentioned in Tender Document will not be binding on J&K Board of Professional Entrance Examinations .
- (vi). No deviations from terms and conditions of Tender will be accepted. Any violation thereof will lead to the rejection of the Bid.
- (vii). Upon verification, evaluation/assessment, if in case any information furnished by the bidder is found to be false/incorrect, their total Bid shall be summarily rejected and no correspondence on the same shall be entertained.
- (viii). J&K Board of Professional Entrance Examinations will not be responsible for any misinterpretation or wrong assumption by the bidder, while responding to

this Tender.

- (ix). Execution of the work and Entry/Exit of the worker/OEM shall be subject to security norms of J&K Board of Professional Entrance Examinations .
- (x). The J&K Board of Professional Entrance Examinations reserves the rights to terminate the Tender without assigning any reason thereof at any stage.

26. **Payment.**

- (i). Detailed Invoice showing Sales Tax/VAT/GST, Registration Nos. etc. along with delivery challan showing TIN/PAN be submitted to this Board for payment.
- (ii). Payment will be made only after installation of supplied items to the satisfaction purchaser and in such a manner as may be decided by the Board.
- (iii). No advance payment will be made.
- (iv). All bills shall be raised in Indian Rupees and payments shall also be made in Indian Rupees.

27. **Dispute Redressal**

- (i). All disputes, differences and questions arising out of the Tender shall be referred to the sole Arbitrator appointed by the Chairman, JAKBOPEE. All disputes shall be subject to jurisdiction of courts of J&K only.
- (ii). The terms and conditions of this Tender Notice or Contract to be concluded with the successful Bidder shall be interpreted in accordance with laws as applicable to the State Government.

## Annexure-I

### Open Tender Enquiry for Procurement of All-in-one Desktop Computers, Network Printer cum Photocopier, Document Scanners and Network Routers Advertisement No.BOPEE/Adm-25/2017

#### [A] All-in-one Desktop Computer

S.No.	Description	Specification
1.	Processor	Intel Core i7-7700T (2.9 GHz, up to 3.8 GHz with Intel® Turbo Boost Technology, 8 MB cache, 4 cores) Processor family: 7th Generation.
2.	Operating System	Microsoft Windows 10 Professional
3.	Chipset	<b>Chipset:</b> Commercial Segment (B/ Q series or equivalent ) <b>Expansion slots:</b> 2 Nos USB 2.0; 2 USB Nos 3.0 <b>Network interface:</b> Integrated 10/100/1000 GbE LAN. <b>Wireless:</b> 802.11a/b/g/n/ac and Bluetooth 4.0, MIC/Line in & Headphones 3.5mm.
4.	Chassis	All-In-One Model (CPU + Monitor in one Unit)
5.	Memory	8GB DDR4 @ 2133 Mhz upgradable to 16 GB
6.	Cache	As per processor.
7.	Hard Drive	1TB HDD 5400 Rpm SATA HDD
8.	Video	Compatible card with 2 GB dedicated graphics memory.
9.	Sound	Integrated within built speakers.
10	Monitor	Inbuilt : Min 21.5" Diagonal TFT FHD display.
11	DVD/CD-ROM	DVD-Writer
12	Keyboard	Standard US Keyboard)-Heavy duty Key Board with 'Rs.' Symbol
13	Mouse-	Wired(optical)
14	Network Card	Integrated Intel® PRO 10/100 Ethernet

<b>[B-1] Document Scanner</b>		
1.	Scanner type	Flatbed, ADF
2.	Scan Resolution	Upto 600 dpi or above
3.	Automatic Document Feeder capacity	Upto 100 sheets
4.	Scan speed (Normal, A4)	Upto 50 ppm
5.	Daily volume	Upto 3000 pages
6.	Scan size (Flatbed)	216x356 mm
7.	Scan size (ADF)	216 x 864 mm
8.	Connectivity	Hi-Speed USB 2.0 or above
9.	Software	Appropriate software with licence.
10.	Imaging features	Image enhancements such as blank page removal, crop, orientation barcode detection, batch separation document merge etc.
11.	Supported operating systems	Windows 10, Windows 8, Windows 7, Windows 7 x64, Windows Vista, Windows Vista x64, Windows XP Home, Windows XP Professional x64.
<b>[B-2] Document Scanner</b>		
1.	Scanner type	sheetfed
2.	Scan Resolution	Upto 600 dpi or above
3.	Automatic Document Feeder capacity	Upto 80 sheets
4.	Scan speed	Upto 50 ppm
5.	Daily volume	Upto 6000 pages
6.	Connectivity	Hi-Speed USB 2.0 and USB 3.0
7.	Scan size	216 x 3100 mm
8.	Software	Appropriate software with licence.
9.	Imaging features	Auto-color detect, auto-crop, auto-exposure, auto orient, OCR, edge removal, background cleanup, remove hole, color drop out, straighten the page, scan to cloud, scan to email, PDF security, misfeed detection advance setting, batch processing, barcode, scan to multiple destinations etc.
10.	Supported operating systems	Microsoft® Windows® 10, 8.1, 8, 7 32-bit or 64-bit

<b>[C] Network Printer cum Photocopier (Monochrome)</b>		
1.	Printing technology	Laser Printing
2.	Print Speed	24 to 30 ppm
3.	Print resolution	1200/600 dpi
4.	First print time (copy/print)	11 seconds or less
5.	Main memory	1 GB or above
6.	Paper capacity	500 sheet or above
7.	Paper input	A4, Legal, A3
8.	Print features	Watermark, Poster, Booklet, Mixed document.
9.	Duplex Printing	Standard
10.	Connectivity	Ethernet 100 Base –TX/10 Base –T
11.	Toner capacity	9000 pages or above
12.	Drum Life	80,000 pages or above
13.	Maximum Copy printing per month	More than 1 lakh
14.	Supported operating systems	All major operating systems
<b>[D] Network Routers 1900 Series</b>		
1.	Console	One RJ-45 connector and one USB mini Type B, USB 2.0 compliant. Baud rates: 1200, 2400, 4800, 9600, 19200, 38400, 57600, and 115200.
2.	Auxiliary ports	RJ-45 connector. Baud rates: 1200, 2400, 4800, 9600, 19200, 38400, 57600, and 115200.
3.	USB port	One USB Type A, USB 2.0 compliant, 2.5 W (500 mA) max.3
4.	10/100/1000 Gigabit Ethernet	Two RJ-45 connectors (GE0/GE1), Auto-MDIX4

**Annexure-II**

**Open Tender Enquiry for Procurement of All-in-one Desktop Computers, Network Printer cum Photocopier, Document Scanners and Network Routers  
Advertisement No. BOPEE/Adm-25/2017**

Support Infrastructure of OEM/Bidder

Sl.No.	Name of State/Region	Contact Details [such as Name, Addresses, Phones, e-mail addresses, website etc.]	Own/OEM Service Centre	Technical manpower details

**Open Tender Enquiry for Procurement of All-in-one Desktop Computers, Network Printer cum Photocopier, Document Scanners and Network Routers  
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To

\_\_\_\_\_  
\_\_\_\_\_

Sub: Authorization of OEM for supply, installation and commissioning of Desktop Computers and warranty support.

Sir,

I/We \_\_\_\_\_ (OEM) having my/our registered office \_\_\_\_\_ (address of the OEM) am/are an established manufacturer of \_\_\_\_\_ (name of quoted items).

I/we \_\_\_\_\_ (name of OEM) authorize \_\_\_\_\_ (Name of the Bidder)

to supply, install and provide warranty support on our quoted product for above mentioned Tender. I/we certify that above authorized partner meet the Tender eligibility requirement of this Tender defined for OEM"s authorized partners. I/we have also **entered into an agreement with our authorized partner** that they will supply and install the computers mentioned in the above tender enquiry and raise the bill on behalf of us. The warranty support shall be provided by us/our Authorised Partner.

2. Our full support is extended in All respects for supply, onsite warranty and maintenance of our products. I assure that the warranty support shall be provided as per terms and conditions of above tender enquiry.

3. In case of default in execution of this tender by our authorized bidder/partner viz..... (name of the authorized bidder/partner), the ..... (OEM) shall own responsibilities for successful execution of contract/warranty/maintenance/service support through oneself/itself/ourself or through another authorized partner.

For \_\_\_\_\_ (name of OEM)

(Signature of Authorized signatory)

Name & Designation: \_\_\_\_\_ Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by legal head or Marketing Head or CS of OEM or any other Authorised Signatory. This may be enclosed with the Bid. Any modification done to the above format will not be acceptable.

**Open Tender Enquiry for Procurement of All-in-one Desktop Computers, Network Printer cum Photocopier, Document Scanners and Network Routers  
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**UNDERTAKING IN THE FORM OF AFFIDAVIT DULY ATTESTED BY EXECUTIVE  
MAGISTRATE/NOTARY PUBLIC**

I/We undertake that : -

(i) the undersigned certifies that I/We have gone through the terms and conditions of the above Tender notice including services during warranty, complaint redressal and maintenance therefore and undertake to comply with the same. The rates quoted by myself/ourselves are valid for six months from the last date of opening of Financial Bid.

(ii) I/We \_\_\_\_\_ do hereby solemnly affirm and declare that the My/Our firm/ Company/ Business entity is not blacklisted by any Government Department/ Autonomous Organisation etc. or prosecuted by any court of law.

(iii) I/ We also confirm that in the event of my/our Tender being accepted, I/We hereby undertake to execute a contract and to furnish Performance Security in the form of Demand Draft/Fixed Deposit Receipt from a Commercial Bank/Bank Guarantee from a Commercial Bank in favour of "Financial Advisor, J&KBOPEE.

Dated:

Signature of Bidder/Authorised Signatory

(Rubber Seal)

**Open Tender Enquiry for Procurement of All-in-one Desktop Computers, Network Printer cum Photocopier, Document Scanners and Network Routers  
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**PROFORMA FOR PART - A OF TECHNICAL BID**

1. Name of the Bidder:
2. Address of the Bidder:
3. Contact details of the Bidder:
  - (a) Telephone Nos. (with STD Code)
  - (b) FAX No. \_\_\_\_\_
  - (c) Mobile No. \_\_\_\_\_
  - (d) E-mail \_\_\_\_\_
  - (e) Website \_\_\_\_\_
4. Name of Proprietor/Partner/Authorized Signatory
5. Copy of Registration Certificate(in case of Registered Firm/Company)
6. (a) Copy of Sales Tax/VAT/TIN Registration Certificate/GST/Service Tax registration certificate. (b) PAN of Income Tax Department.
7. Copies of ITR for the last three consecutive financial Years i.e. 2014-15, 2015-16 & 2016-17.
8. (i) The Bidder should be an ISO:9001:2008 Certified Company/Firm. A copy of such certification shall be attached in the tender document.  
  
(ii) The OEMs of which products are quoted by the bidder must be an ISO:9001:2008 and ISO 14001. A copy of such certification of each OEM shall be attached.
9. Copy of Balance Sheet/Profit and Loss Account duly certified by Chartered Accountant for each of last three financial years i.e. 2014-15, 2015-16 & 2016-17 showing annual turnover of Rs. 25 Lakhs and above. The figure of annual turnover should be highlighted.
10. The bidder must attach authorization of the OEM(s) in original for the products quoted in the format given in **Annexure - III** in the tender document.
11. The bidder must attach authorization of Microsoft corporation to sell pre installed windows 10 Professional & MS Office 2016 software's.If the person quoting the bid and signing the tender document is not authorized signatory of the bidder then an authorization in the format given in **Annexure - X** must be attached in the tender document.
12. The bidder must attach copies of at least three Purchase orders of value of Rs. 25 Lakhs or above each for supply of Computers/allied equipments issued by Government Departments/PSUs/Autonomous organization in last three years with proof of the supply and installation. This shall apply to the firm/agency who is a bidder for an individual item as well.

13. An Undertaking regarding non-blacklisting of the bidder by any Government Departments/PSUs/Autonomous organization duly attested by Executive Magistrate/Notary Public must be furnished by the bidder in the tender document in the format given in **Annexure IV**. Bids without above undertaking may not be considered.

14. The Bidder must submit details of his/her own/OEM Service Centre in Srinagar/Jammu in the format given in **Annexure-II**.

**Open Tender Enquiry for Procurement of All-in-one Desktop Computers, Network Printer cum Photocopier, Document Scanners and Network Routers  
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**[A] All-in-One Desktop Computers**

Sl. no.	Description	Specification required	Specification quoted with any Make and Model	Deviation, if any	Whether deviation is on higher side or lower side to the required specification (write higher/lower).
1.	Processor	Intel Core i7-7700T (2.9 GHz, up to 3.8 GHz with Intel® Turbo Boost Technology, 8 MB cache, 4 cores) Processor family: 7th Generation.			
2.	Operating System	Microsoft Windows 10 Professional			
3.	Chipset	<b>Chipset:</b> Commercial Segment (B/ Q series or equivalent ) <b>Expansion slots:</b> 2 Nos USB 2.0; 2 USB Nos 3.0 <b>Network interface:</b> Integrated 10/100/1000 GbE LAN. <b>Wireless:</b> 802.11a/b/g/n/ac and Bluetooth 4.0, MIC/Line in & Headphones 3.5mm.			
4.	Chassis	All-In-One Model (CPU + Monitor in one Unit)			

5.	Memory	8GB DDR4 @ 2133 Mhz upgradable to 16 GB			
6.	Cache	As per processor.			
7.	Hard Drive	1TB HDD 5400 Rpm			
8.	Video	Compatible card with 2 GB dedicated graphics memory.			
9.	Sound	Integrated within built			
10.	Monitor	Inbuilt : Min 21.5" Diagonal TFT FHD display.			
11.	DVD/CD-ROM	DVD-Writer			
12.	Keyboard	Standard US Keyboard)-Heavy			
13.	Mouse-	Wired(optical)			

**[B-1] Document Scanner (sheetfed)**

Sl. no.	Description	Specification required	Specification quoted with Make and Model	Deviation, if any	Whether deviation is on higher side or lower side to the required specification (write higher/lower).
1.	Scanner type	sheetfed			
2.	Scan Resolution	Upto 600 dpi or above			
3.	Automatic Document Feeder capacity	Upto 80 sheets			
4.	Scan speed	Upto 50 ppm			
5.	Daily volume	Upto 6000 pages			
6.	Connectivity	Hi-Speed USB 2.0 and USB 3.0			
7.	Scan size	216 x 3100 mm			

8.	Software	Appropriate software with licence.			
9.	Imaging features	Auto-color detect, auto-crop, auto-exposure, auto orient, OCR, edge removal, background cleanup, remove hole, color drop out, straighten the page, scan to cloud, scan to email, PDF security, misfeed detection advance setting, batch processing, barcode, scan to multiple destinations etc.			
10.	Supported operating systems	Microsoft® Windows® 10, 8.1, 8, 7 32-bit or 64-bit			

### B-2] Document Scanner

Sl. no.	Description	Specification required	Specification quoted with Make and Model	Deviation, if any	Whether deviation is on higher side or lower side to the required specification (write higher/lower).
1.	Scanner type	Flatbed, ADF			
2.	Scan Resolution	Upto 600 dpi or above			

3.	Automatic Document Feeder capacity	Upto 100 sheets			
4.	Scan speed (Normal, A4)	Upto 50 ppm			
5.	Daily volume	Upto 3000 pages			
6.	Scan size (Flatbed)	216x356 mm			
7.	Scan size	216 x 864 mm			
8.	Connectivity	Hi-Speed USB 2.0 or above			
9.	Software	Appropriate software with licence.			
10.	Imaging features	Image enhancements such as blank page removal, crop, orientation barcode detection, batch separation document merge etc.			

### [C] Printer cum Photocopier

Sl. no.	Description	Specification required	Specification quoted with Make and Model	Deviation, if any	Whether deviation is on higher side or lower side to the required specification (write higher/lower).
1.	Printing technology	Laser Printing			
2.	Print Speed	24 to 30 ppm			

3.	Print resolution	1200/600 dpi			
4.	First print time (copy/print)	11 seconds or less			
5.	Main memory	1 GB or above			
6.	Paper capacity	500 sheet or above			
7.	Paper input	A4, Legal, A3			
8.	Print features	Watermark, Poster, Booklet, Mixed document.			
9.	Duplex Printing	Standard			
10.	Connectivity	Ethernet 100 Base-TX/10 Base-T			

**[D] Network Routers 1900 series**

Sl. no.	Description	Specification required	Specification quoted with Make and Model	Deviation, if any	Whether deviation is on higher side or lower side to the required specification (write higher/lower).
1.	Console	One RJ-45 connector and one USB mini Type B, USB 2.0 Baud rates: 1200, 2400, 4800, 9600, 19200, 38400, 57600, and 115200			
2.	Auxiliary ports	RJ-45 connector. Baud rates: 1200, 2400, 4800, 9600, 57600, and 115200			

3.	USB port	One USB Type A, USB 2.0 compliant, 2.5 W (500 mA) max. <sup>3</sup>			
4.	10/100/1000 Gigabit Ethernet	Two RJ-45 connectors (GE0/GE1), Auto-MDIX4			

**Open Tender Enquiry for Procurement of All-in-one Desktop Computers, Network Printer cum Photocopier, Document Scanners and Network Routers  
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**Proforma for quoting Financial Bid**

S.No.	Item	Make & Model No.	Unit price (In Rs.)	VAT/GST per unit (In Rs.)	Total Unit Price (In Rs.)	Quantity	Total Price In (Rs. )
1.	All in One Desktop Computer						
2.	Printer cum Photocopier						
3.	Document Scanner						
4.	Network Routers 1900 series						

**Open Tender Enquiry for Procurement of All-in-one Desktop  
Computers, Network Printer cum Photocopier, Document Scanners  
and Network Routers  
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To,

\_\_\_\_\_  
\_\_\_\_\_

**Sub: Authorization of bidder for quoting the Bids.**

Shri/Smt./Ms .....has  
authorised by.....(Name of the Bidder) to  
quote the bid and sign the tender document for the above tender enquiry  
on behalf of .....(Name of the Bidder)  
and to represent .....(Name of the Bidder)  
in respect of above tender. ....(Name of  
the Bidder) shall be responsible for All acts and omissions of the above  
representatives in respect of this tender. The specimen signature of the  
representatives is given below.

Specimen Signature of bidder  
or

Authorised Signatory (With Seal)

Signature of bidder  
or  
Authorised Signatory (With Seal)

\_\_\_\_\_  
\_\_\_\_\_

\* to be furnished if the bid is quoted and signed by a person who is not  
the authorised signatory.