

# **Maharashtra Legislature Secretariat**

**Vidhan Bhavan, Mumbai - 400 032.**

**(Tender no.088/MLS/C-2/LAPTOP)**

**TENDER DOCUMENT**

**FOR**

**Laptop for the use of Maharashtra Legislature Secretariat, Vidhan Bhavan,  
Mumbai and Nagpur.**

## **INVITATION FOR TENDER**

**Maharashtra Legislature Secretariat, Vidhan Bhavan,  
Mumbai — 400 032.**

On behalf of the Governor of Maharashtra the Principal Secretary, Maharashtra Legislature Secretariat invites E-Tender offers from the eligible manufacturers for Supply, Installation, Testing & Commissioning of Laptops at Vidhan Bhavan, Mumbai and Nagpur.

S.No	Description	Detailed Information
1.	Type of Tender	E-Tender Process
2.	Name of Project	Invites sealed E-Tender offers from the eligible manufacturers for Supply, Installation, Testing & Commissioning of Laptop at Vidhan Bhavan, Nagpur.
3.	Tender Reference Number	088/MLS/C-2
4.	Date and time for Tender document download	From 19 November, 2016 (16.00 hrs onward) to 25 November, 2016 (till 13.00 hrs)
5.	Last date and time for Bid Submission	till 25 November, 2016 at (13.00 hrs)
6.	Last date and time for Bid Uploading	till 25 November, 2016 at (13.00 hrs)
7.	Cost of Tender Form	20,000/- (Non Refundable) paid via online through State Bank of India or other Bank
8.	EMD	Rs. 1,50,000/-
9.	Place for Technical Bid Opening	Maharashtra Legislature Secretariat, 8 <sup>th</sup> Floor, Room no.805, Vidhan Bhavan, Nariman Point, Mumbai: 400 032
10.	Name and Address for communication	Principal Secretary, Maharashtra Legislature Secretariat, Vidhan Bhavan, Mumbai.
11.	Contact No.	022-22027399 Ex. 1805

- Tenders should remain valid for acceptance up to 31/03/2017.
- Rates received by this tender are valid till 30/06/2017.
- The Principal Secretary, Maharashtra Legislature Secretariat reserves the right to Accept or reject any tender offer without assigning any reason thereof.
- The Principal Secretary, Maharashtra Legislature Secretariat reserves the right to cancel entire tender process without assigning any reason at any level thereof.
- All the aforesaid items will be purchased for supply and installation at Vidhan Bhavan, Nagpur.

Dated: 19 November, 2016

Principal Secretary,  
Maharashtra Legislature Secretariat.

## **Instructions to Bidders**

### **1. Locations for Service:**

This tender is being floated by The Principal Secretary, Maharashtra Legislature Secretariat, Vidhan Bhavan, Mumbai. The LAPTOP being procured through this tender shall be installed and commissioned at Vidhan Bhavan, Nagpur or as may be specified by the purchaser.

### **2. Sources of Funds:**

The Purchase Order for the services will be placed by the Purchaser (hereinafter called the Indenter) directly and the payment for the supply of the items mentioned in the said purchase order will be made directly by the purchaser from their own source of funds.

### **3. Specifications of equipment:**

The technical specifications of the equipment are to be given by the bidder.

### **4. Cost of Tender:**

The Bidder shall bear all costs associated with the preparation and submission of its tender, and the Purchaser will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

### **5. Non-transferable Tender:**

The tender document is not transferable.

### **6. Pre-Qualification Criteria (PQ)**

PQ-1. The Bidder should be registered as per the Indian Partnership Act, a Private Limited or a Limited Company constituted and registered under the Companies Act, 1956 / 2013, should have registered offices in India and should be in existence in India for at least the last 5 years, as on 31st March 2016.

Copy of Registration Certificate of Incorporation signed by Authorized Signatory of the Bidder

PQ-2. Bidder should be OEM or Authorized Partner of OEM for product(s) quoted. Bidder to submit Original Manufacturer Authorization Form (MAF) from OEM for each product quoted by the Bidder. Original Manufacturer Authorization Form (MAF) from OEM.

PQ-3. The Bidder should have average annual turnover of minimum Rs. 100 Crores for the last three audited financial years. The turnover should be related to supply of IT hardware infrastructure and their associated maintenance services, etc. The following supporting documents have to be submitted in this regard-

□ Audited Balance sheet and Profit & Loss account statement of the Bidder for each of the last 3

audited financial years (FY 13-14, FY 14-15 and FY 15-16)

Certificate duly signed by Statutory Auditor of the Bidder for total turnover and turnover from supply of IT hardware infrastructure and their associated maintenance services for last three audited financial years (FY 13-14, FY 14-15 and FY 15-16).

PQ-4. The Bidder should have positive net worth for the last three audited financial year (FY 15-16).

The following supporting documents have to be submitted in this regard-

Audited Balance sheet and Profit & Loss account statement of the Bidder for the last three audited financial year (FY 13-14, FY 14-15 and FY 15-16)

Certificate duly signed by Statutory Auditor of the Bidder confirming the net-worth for last three audited financial year (FY 13-14, FY 14-15 and FY 15-16)

PQ-5. The Bidder should have experience of supplying Laptops and their associated maintenance Services. Minimum cumulative supply of the above should be of 2,000 devices from maximum 3 (three) projects in the last 5 years.

For each project submitted following proofs to be provided:

Work orders should clearly mention duration of project, components of Scope of work, value of Project. In case such parameters are not explicitly stated in the Work order, Client Certificate declaring the above mentioned parameters may be submitted in addition to Work Order.

Completion certificate from client / Self declaration confirming month and year of completion of rollout and confirming scope of work for supply of these hardware is completed.

PQ-6. Power of Attorney in the name of the person signing the Bid

Bidder is to mandatorily provide Power of Attorney or Copy of Board Resolution in the name of person signing the Bid, authorizing him to submit/ execute this Agreement as a binding document.

PQ-7. The Bidder and OEM(s) should not be banned from participating in any of the Tenders by Government of Maharashtra/ Any state Government/ Government of India in last five years

The Bidder and OEM(s) shall not be under a Declaration of ineligibility for corrupt or fraudulent practices with any of the Government or Public sector units as on date of submission of the Bid for this RFP.

Bidder to submit a self-certified letter signed by the Authorized Signatory of the Bidder and OEM respectively as per Format 2 in Annexures

PQ-8 The OEM should be a manufacturer of computer equipment like Laptops/Desktops, Printers & Scanners and should be in business in India for the last 7 years.

PQ-9 The Principal/OEM should be within top five in IDC reports of last 3 years, for PC.

PQ-10 The Principal/OEM should be ISO 9001, 14001 and 27000 certified.

## **7. Offer Validity Period:**

The tender offer valid till 31st December, 2016. Any offer falling short of the validity period is liable for rejection.

## **8. Completeness of Tender Offers:**

The Bidder is expected to examine all instructions, forms, terms, conditions and Specifications in the Tender Documents. Failure to furnish information required as per the tender documents or submission of a tender offer not substantially responsive in every respect to the tender documents will be at the Bidder 's risk and may result in rejection of its tender offer. The tender offer is liable to be rejected out rightly without any intimation to the Bidder if complete information as called for in the tender document is not given therein, or if particulars asked for in the Forms / Performa in the tender are not

fully furnished.

## 9. Scope of Work:

Objective of e-Vidhan is to automate the day to day functioning of the entire Legislative Council and to radically change the legislation process in the near future with the following objectives:-

- Taking environment-friendly measures by reducing paper usage and emphasizing online communications.
- Removing the redundant processes which otherwise delay the flow of information among various stakeholders.
- Improving efficiency in working.
- Auto-compilation of reports and queries.
- Proper monitoring of all levels in the working of Vidhan Sabha and Government Departments.
- Providing the data instantly to carry out various analytical studies

This tender is directed to provide the Council with laptops to enable them for e-Vidhan. The following encapsulates the scope of work for this tender:

1. Supply Installation and Commissioning of Laptops as per the specifications provided in “Instructions to Bidders Clause 9”
2. Provide 15 days of training on operation of the device. Audio-Video media to be employed in the training process
3. Resident Engineers to be provided in Mumbai and Nagpur premises for troubleshooting for the entire duration of 3 years of Warranty and contract

## 10. Technical Specifications of Hardware:

### Laptop-

Component Name	Component Description
Type	Detachable device with Display remaining fully functional with 100% processing power, Ports, Battery etc. in detached mode.
Processor	Latest Generation Intel Core M5 or higher processor
Memory	Min 8GB DDR3 or higher Memory.
Graphic Controller	Integrated Graphics Controller.
Sound Controller	Integrated sound controller with built in Premium Speakers & Mic with Noise Cancellation
Wireless Connectivity	Wireless LAN 802.11 b / g / n / ac Dual Band , Built in SIM Slot for 3G HSPA+ Data Connectivity or Higher
Storage	256GB or higher Solid State drive
Additional Feature	Built in microSD, microSDHC, microSDXC Card Reader, Bluetooth 4.0 or Better
Web Camera	Built in 2MP HD Web Camera and 5MP Rear Web Camera or Better
Ports	Integrated minimum 1xUSB Type A (3.0 or higher) which should be separate from the charging port. Display Port with VGA/HDMI converter cable if port is not Integrated. Headphone-out + Microphone-in Combo Jack, Kensington slot
Display	Minimum 12" or higher (Capacitive touch screen with Palm Rejection) Full HD LED-backlit touch screen with Corning Gorilla Glass Protection or better.
Certification	MIL-SPEC810G, Windows OS Certification, EEPAT Registration, BIS Registration
Keyboard	Aluminum Keyboard with backlit keys & Glass Touch Pad.
Chassis	Aluminum Unibody Metal Chassis with Light Weight and Scratch Free Constructions. Flexible Aluminum Kickstand integrated with main device.

Battery Backup	Minimum 5 Hrs. Battery Backup under standard working conditions using Lithium Ion or Lithium Polymer Rechargeable Battery.
Accessories	AC Power Adapter, Matching Aluminum Active Inking PEN
OS	Preloaded OEM Windows 10 Professional 64 Bit
Weight	Less than 1.4 Kg
Warranty	3 Year Onsite Warranty Support with 1 Year on Battery
Security & Manageability	TPM 2.0 , Data Encryption, Self-Healing BIOS

## 11. Two Bid System Tender:

### (a). ENVELOPE - I (Technical Offer):

Document mentioned as per clause no.6

#### Documents Establishing Bidder's Eligibility and Qualifications:

The Bidder shall furnish, as part of its tender offer, documents establishing the Bidder's eligibility to participate in the tender and its qualifications to perform the Contract.

The documentary evidence of the Bidder's qualifications to perform the Contract, shall establish to the Purchaser's satisfaction that the Bidder is eligible as per the criteria outlined in the Qualification Requirements (QCR) at Para 10 above. This will include but is not limited to the following:

- a) Tender Fee and EMD
- b) Self-Declaration of the bidder as being the Manufacturer, if applicable
- c) Copy of Registration Certificate of Incorporation signed by Authorized Signatory of the bidder
- d) Audited Balance sheet and Profit & Loss account statement of the Bidder for each of the last 3 audited financial years (FY 13-14, FY 14-15 and FY 15-16)
- e) Certificate duly signed by Statutory Auditor of the Bidder for total turnover and turnover from supply of IT hardware infrastructure and their associated maintenance services for last three audited financial years (FY 13-14, FY 14-15 and FY 15-16).Original Manufacturing Authorization Form from OEM in case the bidder is a partner of OEM
- f) Certificate duly signed by Statutory Auditor of the Bidder confirming the net-worth for last three audited financial year (FY 13-14, FY 14-15 and FY 15-16)
- g) Work orders clearly mentioning duration of project, components of Scope of work, value of Project. In case such parameters are not explicitly stated in the Work order, Client Certificate declaring the above mentioned parameters may be submitted in addition to Work Order.
- h) Completion certificate from client/ Self Declaration confirming month and year of completion of rollout and confirming scope of work for supply of these hardware is completed.
- i) Power of Attorney or Copy of Board Resolution in the name of person signing the Bid, authorizing him to submit/ execute this Agreement
- j) Self-certified declaration as per Format 2 of Annexures
- k) Last 3 years IDC reports for PCs
- l) Documental proof of OEM being ISO 9001, 14001 and 27000 certified.
- m) Letter for acceptance of all Terms and Conditions of the tender document.
- n) Technical Sheet
- o) Undertaking for EMD and Document fees as per Format 1 of Annexures
- p) Documental proof that the OEM is a manufacturer of computer equipment like Laptops/Desktops, Printers & Scanners and is in business in India for the last 7 years.

### (b). ENVELOPE-II (Commercial Offer):

It must contain all the relevant price information

The Price Bid Form must be filled in completely, without any errors, erasures or alterations.

## **12. Completeness of Technical Offer:**

Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the Technical Detail Form using terms such as "OK", "accepted", "noted", "as given in brochure / manual" is not acceptable. The Purchaser may treat offers not adhering to these guidelines as unacceptable.

## **13. Alternative offers**

One tender should contain only one product option.

## **14. Costs & Currency**

The offer must be given in Indian Rupees only, inclusive the following:

- Cost of the services,
- Taxes as extra.

## **15. Fixed Price**

The Commercial Offer shall be on a fixed price basis, exclusive of all taxes. No price variation should be asked for relating to increase in customs duty, excise tax, dollar price variation, etc.

Price quotation accompanied by vague and conditional expressions such as "subject to immediate acceptance", "subject to confirmation before sales". etc. will be treated as being at variance and shall be liable for rejection.

## **16. Submission of Tender Offers:**

All the Vender should submit the hard copy of the tender document uploaded on e-tender portal. At Maharashtra Legislature Secretariat, Computer Section, 8th Floor, Room no.805, Vidhan Bhavan, Mumbai at the address specified above not later than the time and date specified in the invitation for Tender offers.

## **17. Withdrawal of Offers:**

The Bidder may withdraw his offer after its submission of Tender document with proper communication.

## **18. Preliminary Scrutiny:**

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each offer to the tender documents. For purpose of this Clause, a substantially responsive bid is one which is in conformity with all the terms and conditions of the Tender Documents without any material deviations. The Purchaser's determination of an offer's responsiveness will be based on the contents of the tender offer itself without recourse to extrinsic evidence.

This office will scrutinize the offers in respect of their completeness, submission of technical documents duly signed, etc. Only qualified Tenders will be considered for further process.

The Principal Secretary, Maharashtra Legislature Secretariat, reserves the right to waive any minor infirmity or irregularity in a tender offer, if he finds it is in the interest of this Secretariat. The decision in this regards of The Principal Secretary, Maharashtra Legislature Secretariat will be final and binding on all Bidders.

## **19. Short-listing of Bidders:**

The Purchaser will short-list only technically qualified Tenders based on compliance of the Qualification criteria (QCR), and the commercial offers of only such Bidders will be opened.

## **20. Completion of Compliance of Tender Conditions and Stipulations, Price Comparisons.**

The Purchaser will evaluate Commercial Offers of Bidders previously short-listed as above.

After opening Commercial Offers of the short-listed Bidders, if there exists any discrepancy between words and figures, the will not be considered.



## **21. Purchaser's Right to Accept Any Offer and to Reject Any or All Offers:**

The Purchaser reserves the right to accept or reject any tender offer, and to annul the tendering process and reject all tenders at any time prior to award of contract, without thereby incurring any liability towards the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for the purchaser's action.

## **22. No commitment to accept lowest or any tender:**

The Purchaser shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers, including those received late, or incomplete, without assigning any reason therefore. The Purchaser reserves the right to make any changes in the terms and conditions of Purchase. The Purchaser will not be obliged to meet and have discussions with any Bidder, and / or to give a hearing on their representations.

## **23. Corrupt or fraudulent Practices**

The Purchaser requires that the Bidders under this tender observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser defines the terms set forth as follows:

- a) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of the public official in the procurement process or in contract execution; and
- b) Bidders themselves or their representative seen in office of the The Principal Secretary, Maharashtra Legislature Secretariat, after submitting the tender and before the result of it will be construed as an effort for corrupt practice.
- c) Any document favoring Bidder seen in the concern file which has not been submitted officially and following the procedure, both the Bidder and the public official will be considered to be indulged in to the corrupt practice and fraudulence.
- d) In the event of corrupt practice and fraudulence in addition to penal action as per the terms and conditions of the contract as well as legal action shall be initiated against the concerned.
- e) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of the free and open competition;
- (f) The Purchaser will reject a proposal for award if it is prima-facie established that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- g) The Purchaser will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it is found that the Bidder has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

## **24. Signing of Contract**

The successful Bidder shall sign the agreement of the issue of the Letter of Intent. The Principal Secretary, Maharashtra Legislature Secretariat reserves the right to grant an extension of another seven days on satisfaction of the circumstances and reasons given.

## **25. Warranty**

3 Year Onsite Warranty Support with 1 Year on Battery.

## **Other Terms And Conditions Of Contract**

**(1) Acceptance Tests:**

The Vendor at the destination site, in the presence of Indenter and/or its nominated agency, will conduct acceptance test. The tests will involve installation, commissioning, and signing of installation report by customer. There should not be any additional charges payable by the Indenter for carrying out this acceptance test.

**(2) Operational Training:**

The vendor will provide basic operational training of supplied hardware at their own cost.

**(3) Order Cancellation:**

The Purchaser and/or Indenter also reserves the right to cancel the order in the event of one or more of the following circumstances, after giving a notice/cure period of days to the vendor:

- Serious discrepancy in service noticed during the contract period, if any.
- Delay in services beyond a period of 90 days from the date of purchase order.
- Breach by the tenders of any of the terms and conditions of the tender.
- If the Vendor goes in to liquidation voluntarily or otherwise. In addition to the cancellation of purchase order,

**(4) Risk purchase:**

In case the Vendor fails to deliver the service as stipulated in the delivery schedule, the Purchaser and/or Indenter reserves the right to procure the same or similar service from alternate sources, after 30 days cure period to the vendor, at the risk and cost of the successful Vendor.

**(5) Payment Terms:**

- (1) 100% after Installation and rull regulation by Government of Maharashtra.
- (2) Original Invoice
- (3) Quality Certificate from the respective OEM
- (4) Delivery acknowledgment at MLS Nagpur

All payments will be made to the vendor within a period of 45 days from the day of submission of Invoice.

**(6) Publicity:**

Any publicity by the Vendor in which the name of the Purchaser and/or Indenter is to be used should be done only with the explicit written permission of the Purchaser.

**(7) Contract Period:**

The contract is to be valid for 3 years from the date of signing

**(8) Resolution of Disputes:**

The Purchaser 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.

If after thirty days from the commencement of such informal negotiations, the Purchaser and the Vendor have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two Arbitrators: one Arbitrator to be nominated by the Purchaser and the other to be nominated by the Vendor. In the case of the said Arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties. The Arbitration and Conciliation Act, 1996, shall apply to the arbitration proceedings and the venue of the arbitration shall be Mumbai.

**(9) Legal Jurisdiction:**

All legal disputes are subject to the jurisdiction of Mumbai courts only.

**(10) Limitation of Liability.**

Vendors liability to Customer under this Agreement is limited to the value of the relevant Order.

Neither Customer nor Vendor will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages. This provision does not limit either party's liability for: unauthorized use of intellectual property, death or bodily injury caused by their negligence; acts of fraud; wilful repudiation of the Agreement; nor any liability which may not be excluded or limited by applicable law.

## Technical Sheet

<b>Component Name</b>	<b>Component Description</b>	<b>Proposed Hardware (Make and part no.)</b>	<b>Proposed Hardware Specifications</b>
Component Name	Component Description		
Type	Detachable device with Display remaining fully functional with 100% processing power, Ports, Battery etc. in detached mode.		
Processor	Latest Generation Intel Core M5 or higher processor		
Memory	Min 8GB DDR3 or higher Memory.		
Graphic Controller	Integrated Graphics Controller.		
Sound Controller	Integrated sound controller with built in Premium Speakers & Mike with Noise Cancellation		
Wireless Connectivity	Wireless LAN 802.11 b / g / n / ac Dual Band , Built in SIM Slot for 3G HSPA+ Data Connectivity or Higher		
Storage	256GB or higher Solid State drive		
Additional Feature	Built in Micro SD/SDHC/SDHC Card Reader, Bluetooth 4.0 or Better		
Web Camera	Built in 2MP HD Web Camera and 5MP Rear Web Camera or Better		
Ports	Integrated minimum 1xUSB Type A (3.0 or higher) which should be separate from the charging port. Display Port with VGA/HDMI converter cable if port is not Integrated. Headphone-out + Microphone-in Combo Jack, Kensington slot		
Display	Minimum 12" or higher (Capacitive touch screen with Palm Rejection) Full HD LED-backlit touch screen with Corning Gorilla Glass Protection or better.		
Certification	MIL-SPEC810G, Windows OS Certification, EEPAT Registration, BIS Registration		
Keyboard	Aluminum Keyboard with backlit keys & Glass Touch Pad.		

Chassis	Aluminum Unibody Metal Chassis with Light Weight and Scratch Free Constructions. Flexible Aluminum Kickstand integrated with main device.		
Battery Backup	Minimum 5 Hrs. Battery Backup under standard working conditions using Lithium Ion or Lithium Polymer Rechargeable Battery.		
Accessories	AC Power Adapter, Matching Aluminum Active Inking PEN		
OS	Preloaded OEM Windows 10 Professional 64 Bit		
Weight	Less than 1.4 Kg		
Warranty	3 Year Onsite Warranty Support with 1 Year on Battery		
Security & Manageability	TPM 2.0 , Data Encryption, Self-Healing BIOS		

### **Price BID Form**

**(To be submitted in separate envelope on Letter Head)**

Sr. No	Item	Make	Quantity	Unit Price	Total Price (A)	Tax as applicable (B)
1	Laptop		88			
2	Training	-	15 Days			
3	Manpower (for 3 years)	-	2			
TOTAL PROJECT COST					A+B	
TOTAL PROJECT COST IN WORDS						



**88Format 2: Declaration of not being banned by the Government**

(Company letterhead)

[Date]

To,

Principal Secretary,

Maharashtra Legislature Secretariat,

Vidhan Bhavan, Mumbai

Subject: Declaration of not being banned or blacklisted by Government

Dear Sir,

I, authorized representative of \_\_\_\_\_, hereby solemnly confirm that the Company \_\_\_\_\_ is not banned by the Government of Maharashtra/ Any other state government/ Government of India which includes any Government Department, Public Sector Undertakings of the Government, Statutory Boards formed by the Government, Local Bodies in the State, Co-operative Institutions in the State, Universities and Societies formed by the Government for any reason since the last 5 years till the last date of submission of the Bid. In the event of any deviation from the factual information/ declaration, Department reserves the right to reject the Bid or terminate the Contract without any compensation to the Company.

Thanking you,

Yours faithfully

(Signature of the Authorized signatory of the Bidding organization)

Name :

Designation :

Date :

Time :

Seal :

Business Address

### Format 3: Sample Bank Guarantee Format

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

Bank Guarantee No.: \_\_\_\_\_

To,  
(Company letterhead)

[Date]

To,  
Principal Secretary,  
Maharashtra Legislature Secretariat,  
Vidhan Bhavan, Mumbai

Whereas \_\_\_\_\_ (hereinafter called 'the Bidder') has submitted the bid for Submission of for **“Request for Proposal for Procurement of End User IT Infrastructure for Food, Civil Supplies and Consumer Protection Department, Government of Maharashtra”** .

Know all Men by these presents that we <<>> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the <<Nodal Agency>> (hereinafter called "the Purchaser") in the sum of Rs. 10,00,000 (Rs. Ten Lakh Only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid

(a) Withdraws his participation from the bid during the period of validity of bid document; or

(b) Fails or refuses to participate in the subsequent Tender process after having been short listed;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to **180 days** from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

#### **NOTWITHSTANDING ANYTHING CONTAINED HEREIN:**

I. Our liability under this Bank Guarantee shall not exceed **RsXXXXXX (Rs. XXXXX Only)**

II. The period of validity of Bank Guarantee will be 180 days from the date of submission of Bid.

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

#### Format 4: Performance Bank Guarantee Format

##### PERFORMANCE GUARANTEE

Ref No..... Bank Guarantee No .....

Dated : .....

IN consideration of the Maharashtra Legislature Secretariat (hereinafter called "the Government") having agreed; to exempt \_\_\_\_\_ (hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an Agreement, dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for \_\_\_\_\_ (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) we, \_\_\_\_\_ (indicate name of the Bank) (hereinafter referred to as "the Bank") at the request \_\_\_\_\_ /contractor(s)/, do hereby undertake to pay to the Government an amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We \_\_\_\_\_ (indicate name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_

3 We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) supplier(s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) supplier(s) shall have no claim against us for making such payment.

4 We, \_\_\_\_\_ (indicate name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or filed \_\_\_\_\_ office / Department \_\_\_\_\_ certifies that the terms and conditions of the said Agreement, have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_ we shall be discharged from all liability under this guarantee thereafter.

5. We. \_\_\_\_\_ (indicate name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or commission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier(s).



7. We, \_\_\_\_\_(indicate name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_

for \_\_\_\_\_

(Indicate the name of Bank).

Instructions for furnishing Bank Guarantee

1. The Bank Guarantee by Indian Bidders will be given on non-judicial stamp paper as per stamp duty applicable at the place from where the purchase Agreement has been placed. The non-judicial stamp paper should be in name of the issuing bank.

2. The expiry date as mentioned in the RFP should be arrived at by adding 30 days to the Agreement completion date unless otherwise specified in the Bidding documents.

3. The Bank Guarantee by Indian Bidders will be given from Scheduled Bank only. The Foreign Bidders will give Bank Guarantees from an Indian Bank situated in that country.