



Request for Proposal (RFP) for Supply of MacBook Laptops

Open Network for Digital Commerce (ONDC)

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August Kranti Marg, New Delhi -110049
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Open Network for Digital Commerce (ONDC) has prepared this document to give background information to interested parties for participating in this RFP/Tender. While ONDC has taken due care in the preparation of this RFP/Tender document and believes it to be accurate, neither ONDC nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it. The information is not intended to be exhaustive.

Interested bidders/agencies/parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so, and they do not rely only on the information provided by ONDC in submitting a bid. The information is provided on the basis that it is non-binding on ONDC or any of its authorities or agencies or any of their respective officers, employees, agents or advisors. ONDC reserves the right to modify the requirements as well as add or delete, as the case may be, to meet ONDC's requirements at any point of time.

ONDC reserves the right not to proceed with the RFP/Tender, to alter the Key details reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any bidder/agency/party expressing interest.

ONDC reserves the right to accept or reject, in full or in part, any or all the offers without assigning any reason whatsoever. ONDC does not bind itself to accept the lowest or any tender and reserves the right to reject all or any bid or cancel the tender without assigning any reason whatsoever. ONDC also has the right to re-issue the tender without the Bidder having the right to object to such reissue.

This RFP is neither an offer from ONDC nor does it constitute any binding obligation or commitment on ONDC. This RFP is only a document that invites interested agencies/parties to, on a non-exclusive basis, express an interest with no obligation, commitment or liability of any manner devolving on ONDC, either on account of the issue of this RFP/Tender to the interested agencies/parties, or upon receipt of any response from the interested agencies/parties thereto, or any meetings or presentations made.

No reimbursement of cost of any type will be paid to persons or entities expressing interest. All expenses incurred by the interested parties as a result of responding to, or further to this RFP/Tender, are to their own account and ONDC will not be liable in this respect whatsoever. No reimbursement of cost of any type will be paid to persons or entities proposing a solution. Please note that any part or the whole of information, directly or indirectly learnt, for any other purpose, other than for conducting work under the ambit of the RFP/Tender issued by ONDC is not authorized.

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Definition of Terms

1. Definition of terms throughout this document, the following terms shall be interpreted as indicated below unless inconsistent with the subject matter or context:
2. **RFP/Tender** – The Request for Proposal (RFP)/Tender (this document) in its entirety, inclusive of any addenda/corrigendum that may be issued by ONDC. RFP Tender stands same meaning.
3. **Bidder/Service Provider/Agency/Supplier** – An eligible entity/firm submitting a Proposal /Bid in response to this RFP/Tender. The legal entity who signs and submits the bid and the Earnest Money Deposit (EMD), if any.
4. **ONDC/Purchaser/Service Recipient** - Reference to “ONDC”, “Purchaser” and “Service Recipient” shall be determined in context of this RFP/Tender.
5. **Proposal/Bid** – the Bidder’s written reply or submission in response to this RFP/Tender.
6. **Contract** - means the agreement entered into between ONDC and successful Bidder/Service Provider, as recorded in the Contract Form to be signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
7. **Total Contract Price/Total Contract Value/Total Project Cost** - means the price payable to Service Provider over the entire period of Contract for the full and proper performance of its contractual obligations.

RFP NOTICE

1. The content of this Request for Proposal (RFP) enlists the requirements of the ONDC. It includes all the details that may be needed by the potential partners to understand the terms and proposal process and explain the contractual terms that the ONDC wishes to specify at this stage.
2. Kindly note that the following is an indicative timeframe for the overall process. ONDC reserves right to vary from this timeframe at its absolute and sole discretion and without providing any notice/termination or reasons thereof. Changes to the timeframe will be communicated.

RFP Ref. No.	ONDC/TECH/IT/MacBook/08-2023/P-49
Name of Work/Product	Supply of MacBook Air Laptop – 15 Nos.
Place of availability of RFP document	Website of ONDC: https://ondc.org/rfp/ Note: Any further amendment to RFP will be placed on website only
Last date, time & place for submission of bid	01.09.2023 at 15:00 hrs. Soft copy of proposal (Technical and Commercial Proposal) to be emailed to: procurement@ondc.org Note: 1. Late bids will be rejected 2. Bidders are requested to submit the password protected quotations
Bid opening details	01.09.2023 at 15:30 hrs.
Communication Address	Open Network for Digital Commerce (ONDC), 3rd Floor, 7/6, Siri Fort Institutional Area, August Kranti Marg, New Delhi -110049 Email: procurement@ondc.org

1. **About ONDC:**

Open Network for Digital Commerce (ONDC) is a private non-profit Section 8 company established by the Department for Promotion of Industry and Internal Trade (DPIIT) of Government of India to develop open e-commerce. It was incorporated on 30th December, 2021. ONDC is pegged as the next big disruptor in online commerce in India. ONDC is an initiative aimed at promoting open networks for all aspects of exchange of goods and services over a digital network. ONDC is based on open network protocols, independent of any specific platform and technology.

2. **Invitation of Bids:**

ONDC issues this RFP and intends to execute a Contract to supplied items of this RFP for selection of a suitable incumbent agency/vendor/service provider for the aforementioned purpose.

This RFP is an invitation for responses from eligible bidders. No contractual obligation on behalf of ONDC whatsoever shall arise from the RFP process unless and until a formal contract is signed & executed by duly authorized official of ONDC and the successful Bidder. However, until a formal contract is executed, this RFP together with ONDC's written acceptance & notification of award shall constitute a binding contract with the successful Bidder.

Bidder(s) are expected to examine all instructions, forms, terms, specifications, and other information in the RFP document. Failure to furnish any information required by the RFP document or to submit a bid not substantially responsive to the RFP document in every respect will be at the Bidder's risk and shall result in the rejection of its bid. The procedure and terms & conditions for submission of bid are enumerated in this RFP.

All offers of the Bidders shall be unconditional and once accepted (with or without modifications) by ONDC shall be binding between ONDC and such Bidder. This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued

3. **Minimum Eligibility Criteria:**

Only those Bidders who fulfil the eligibility criteria mentioned at ***Annexure-I*** are eligible to respond to this RFP. Document(s) in support of eligibility criteria are required to be submitted along with the Technical Bid. Bids received from the Bidders who do not fulfil any of the eligibility criteria mentioned are liable to be rejected.

4. **Scope of Work/Technical Specifications:**

As detailed in **Section - I** of this RFP Document.

5. **Bid Security/ EMD:**

NIL

6. **Bid Price:**

The prices should be quoted in Indian Rupees (INR) with delivery of item at ONDC. The prices should be quoted as per Commercial Format/Price Schedule enclosed at ***Annexure-II***, failing which the bid may be rejected.

7. Validity of bid:

Bid shall remain valid for a period of 30 days from the date of bid opening. Bid validity may be extended by the Bidder by submitting a letter to ONDC in writing on receipt of request from ONDC.

8. Evaluation of quotation:

The quotations will be evaluated on "Total bid price". Total bid price is the total value as per **Annexure-II**. The Technically and commercially responsive bidder with the lowest Total bid price will be declared as L1. Any decision of ONDC will be binding and final. No representations will be entertained in the matter of selection of the L1.

9. Delivery:

Within 02 weeks from the date of PO (Purchase Order). The timely execution of the work is of paramount importance and any delay in executing the purchase order shall be viewed seriously, which may even lead to cancellation of PO. If the agency fails to perform the obligations as per ONDC requirement, or his/her performance is found to be unsatisfactory, the ONDC may at its sole discretion blacklist the bidder from participating in any offer by the ONDC calling proposals, for a period as decided by the ONDC. **Week means 07 days and day means calendar day. Working day means Monday to Friday excluding national holidays.**

10. Penalty:

In case of delay/failure by the agency, penalty @ 2% of PO/Contract value per week shall be imposed, subject to maximum of 10% of the PO/Contract value. In case the penalty exceeds 10%, ONDC reserves the right to cancel the contract. The penalty clause will not be applicable in case there is delay/issue from ONDC side.

11. Warranty:

The entire material shall be delivered with **three (03) years** premier support warranty with ADP from date of installation and Sign-off. During warranty period, the Supplier shall be responsible for comprehensive and onsite maintenance of the equipment and all other supplied components e.g., software, cards, cables etc. apart from unlimited break-down calls. He shall provide all parts and material (OEM/OEM recommended/OEM approved) and manpower support to ONDC to maintain the supplied material in good and optimal working condition without any additional costs to ONDC.

12. Payment terms:

100% against delivery and installation & within 15 days after receipt of tax invoice and acceptance by ONDC SPOC.

13. Taxes:

Taxes will be paid as applicable. Any increase or decrease in the rates of applicable taxes or any new levy on account of changes in law shall be payable as per actuals.

14. Single Point of Contact (SPOC):

ONDC shall appoint a SPOC for this work/project. He/she shall be single point of contact for all technical directions or decisions related to the work/project.

15. Performance Security/Bank Guarantee:

NA

16. Contract Form:

The successful firm / company will be required to execute an agreement on Rs.50/- non-judicial stamp paper with ONDC within 07 days from the date of the PO/WO. Format of Contract Form/Agreement is enclosed at ***Annexure-V***.

17. Language:

The language of the bid response, supporting documents and any communication with ONDC must be in written English only.

18. Discrepancies in prices:

- a) If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly.
- b) If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
- c) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail,
- d) If, as per the judgement of ONDC, there is any such arithmetical discrepancy in a bid, the same will be suitably conveyed to the bidder by post or e-mail. If the bidder does not agree to the observation of ONDC, the bid is liable to be ignored.

19. Agency details:

The Agency to fill in the vendor detail form enclosed with this RFQ document as ***Annexure-IV*** and same may be forwarded along with quotation.

20. Acceptance of RFP Quantity/Quantum variation:

The ONDC reserves the right to increase or decrease the Quantity/Quantum of work upto 20% of the quantity/quantum of work mentioned. The bidder is bound to accept the increase or decrease in the RFP quantity/quantum of work upto 20% under this clause.

21. The **General Terms & Conditions** as detailed in **Section-II** of this RFP Document will be part of PO/WO/Contract.

SECTION – I **Technical Specifications**

Qualifying Criteria		Compliance (Y/N)
Processor	Apple M1 chip 8-core CPU with 4 performance cores and 4 efficiency cores 7-core GPU 16-core Neural Engine	
Operating System	macOS	
Memory	8GB unified memory	
Storage	256GB SSD storage	
Wireless	802.11ax Wi-Fi 6 wireless networking IEEE 802.11a/b/g/n/ac compatible	
Bluetooth	Bluetooth 5.0 wireless technology	
Display	33.74 cm / 13.3-inch (diagonal) LED-backlit display with IPS technology; 2560x1600 native resolution at 227 pixels per inch with support for millions of colours. Supported scaled resolutions: 1680x1050 1440x900 1024x640 400 nits brightness Wide colour (P3) True Tone technology	
Screen Size	13-inch Retina display with True Tone	
Graphics and Video Support	Native DisplayPort output over USB-C	
Charging and Expansion	Two Thunderbolt / USB 4 ports with support for: Charging DisplayPort Thunderbolt 3 (up to 40 Gbps) USB 4 (up to 40Gbps) USB 3.1 Gen 2 (up to 10 Gbps)	
Camera	720p FaceTime camera	
Audio	Stereo speakers with high dynamic range Wide stereo sound Support for Dolby Atmos playback Three-mic array with directional beamforming 3.5mm headphone jack	
Keyboard and Trackpad	Backlit Magic Keyboard with: 78 (US) or 79 (ISO) keys including 12 function keys and 4 arrow keys in an inverted-T arrangement Ambient light sensor Force Touch trackpad for precise cursor control and pressure-sensing capabilities; enables Force clicks, accelerators, pressure-sensitive drawing and multi-touch gestures	

Battery and Power	Up to 15 hours wireless web Up to 18 hours Apple TV app movie playback Built-in 49.9-watt-hour lithium-polymer battery 30W USB-C Power Adapter	
Warranty	3 Years with Accidental Damage Protection	
Color	Silver/Space Grey	

SECTION – II

General Terms & Conditions

Kindly note that these T&C will be part of PO/WO/Contract

1. **The Contract:** Open Network for Digital Commerce (“ONDC”) contracts with the person, firm or company named overleaf (“**Supplier**”) for the supply of goods and/ or services on the terms and conditions set out in clause 2 below only.
2. **Terms And Conditions; Precedence:** Such terms and conditions as are set out on the face and reverse sides of this purchase order or work order and in any sample, pattern, specification, plan, design, drawing or other document referred to in the purchase order or work order, or otherwise advised by ONDC to the Supplier in writing together with any amendment thereto shall be the only terms and conditions which govern the contract and no other terms and conditions shall have any affect in relation to the contract. Any document emanating from the Supplier contrary or in addition the terms and conditions set out in clause 2 shall not be binding on ONDC in any manner whatsoever.
3. **Acceptance of Order:** The Supplier will confirm to ONDC in writing absolute and unqualified acceptance of the terms and conditions of the contract or any amendment thereto; such confirmation to be signed by an authorised representative of the Supplier. Within 07 days of receipt of the contract, the acceptance shall be given by the Supplier by means of email and original by courier. Acceptance shall constitute an undertaking by the Supplier to effect delivery of the goods and/ or performance of the services in accordance with the terms and conditions of the contract.
4. **Delivery:** The Supplier shall deliver the goods, free from all encumbrances, and/ or provide the services to ONDC at the time or times and in the place or places and in the manner so specified by the terms and conditions of the contract or any amendment thereto. Time shall be of the essence of the contract. An advice note for each consignment shall be sent to ONDC on the day of forwarding, such advice notes must show ONDC’s purchase order number, the date and method of despatch and details of the consignment (including ONDC’s article code) where shown on the face of the purchase order or work order. All goods shall be sent by road/rail carriage paid by the Supplier unless otherwise agreed in writing between ONDC and the Supplier in the purchase order.
5. **Materials:** Any equipment, materials etc. to be used by the Supplier for the supply of goods and / or services must be strictly in accordance with the terms and conditions of this contract and applicable laws.
6. **Packaging:** All goods delivered by the Supplier to ONDC shall be packed to ONDC’s requirements without charge with the following markings:
 - a. **Open Network for Digital Commerce**
3rd Floor, 7/6, Siri Fort Institutional Area, August Kranti Marg, New Delhi- 110049
 - b. **Consignee Name & Address: As above**
Name of the product, Batch No., Mfg. date, name & address of the Manufacturer, expiry date, package number, gross and nett weight on two Opposite sides of packages or any other measurement, as applicable.
In case of Hazardous Goods, the packaging should also mention its class/ category.
7. **Inspection:** Any representative of ONDC shall, at any reasonable times by giving one (1) day written notice in advance, be admitted by the Supplier to any premises under control of the Supplier to inspect the goods and the completed goods before dispatch. The Supplier hereby agree that such representatives will be allowed, without delay or demur, to do such inspection.
8. **Warranty:** In addition to all warranties under law, all goods and/or services shall be in every respect in accordance with the terms and conditions of the contract and shall in any event be of merchantable quality and fit for the purpose for which they are required. Upon written notice, the Supplier shall at his /its own expense and as soon as reasonably practical repair or replace all goods or re-perform the services which are or become defective during the period specified on the face of the purchase order or work order from the date when such goods are put into service/ services are provided, where such defect occurs following proper usage, the Supplier's erroneous instructions as to use, defective design, inadequate or faulty materials or workmanship or any other breach of the supplier's warranties express or implied. Such repairs and/ or replacements shall be subject to the above-mentioned obligations for a period specified on the face of the purchase order or work order from the date of delivery, reinstallation or passing of tests whichever is appropriate after repair or replacement. In the event of the Supplier failing to repair or replace any defective goods in accordance with the above provisions and/ or to provide the services

required, the Supplier shall be liable to damages (if any) in respect of each purchase order or work order in accordance with this contract. ONDC's failure to give notice to Supplier of any breach shall not discharge Supplier's liability for such breach. The warranties of Supplier shall extend to ONDC, its affiliates and customers.

The Supplier represents and warrants that (i) it has the expertise and technical know-how to provide the services and / or the goods in accordance with the provisions of this contract; (ii) the services rendered shall be as per the specifications, directions, service levels and to the full satisfaction of ONDC; (iii) it shall ensure timely performance of its obligations under this contract; (iv) it shall maintain in full force and effect all licenses, permits, authorizations, registrations and qualification from any authority to the extent necessary to perform its obligations hereunder and shall not breach any agreement, covenant, court order, judgement, or decree to which the Supplier or by which it is bound.

9. Acceptance of goods and/ or services: ONDC shall not accept any goods and/ or services supplied as to quantity, quality and conformity to the terms and conditions of the contract until such goods and/ or services have been inspected at ONDC's premises. Inspection shall take place within a reasonable time after receipt of the goods and/or performance of the services. The goods to be supplied and / or services to be performed must confirm to specifications laid down under ONDC's specifications/ already given to the Supplier/ otherwise agreed by parties in writing. A risk of loss of the goods shall pass from the Supplier to ONDC upon delivery of the goods to ONDC at ONDC's site only but the title shall pass to ONDC at the gate of the Supplier at the time of dispatch of goods.

10. Price: The contract price shall be the price specified on the face of the purchase order or work order, which is final and binding. Unless otherwise agreed in writing, the contract price shall be inclusive of all taxes, duties, expenses and charges. In the event of any alteration to the contract by ONDC requiring a revision of the contract price such revision shall be negotiated between the parties within 15 days following the request for such change, and the new contract price shall be confirmed in writing to the Supplier by ONDC. Failing such agreement, ONDC shall be entitled to terminate the contract. Pending such agreement, the Supplier shall implement the change, unless ONDC shall direct otherwise. Except as aforesaid, no claim shall be allowed for extra labour or material invested in performance of the contract. Acceptance by Supplier of final payment of the contract price constitutes a waiver of all claims for additions to the contract price.

11. Default: Should the goods and/ or service provided by the Supplier not be delivered and/ or performed in accordance with the terms and conditions of the contract or in any other way fail to satisfactorily perform the contract ONDC shall have the right without prejudice to any other remedies available to it to terminate the contract by notice in writing either as respects goods and/ or services which have not been delivered and/or performed in accordance with the terms and conditions of the contract at the time of such termination or as respects all goods and/ or services to which the contract relates other than those delivered and/ or performed in accordance with the contract before that time. In the event of such termination ONDC may make any such other arrangements for the performance of the contract as it sees fit and there shall be recoverable from the Supplier the amount by which the aggregate cost of such other arrangements exceeds the amount which would have been payable to the Supplier in respect of all the goods and/ or services so replaced if they had been delivered in accordance with the contract. Acceptance of goods by ONDC after scheduled delivery date shall not constitute a waiver of ONDC's right with respect to such late delivery.

12. Remedy: For the avoidance of doubt and insofar as the law permits, ONDC may choose at its own discretion to pursue a remedy for its benefit under either Clause 8 or 11 or both.

13. Rejection: ONDC may without prejudice to any other remedies available to it reject any goods and / or services which on inspection in accordance with Clause 8 hereof, are found not to conform with the terms and conditions of the contract. When under this condition ONDC rejects any goods after delivery the Supplier shall at its own expense remove from ONDC all rejected goods and shall do so within such period as shall be advised to the Supplier by ONDC in writing and in any event within seven working days from receipt of notification of rejection. If the Supplier shall fail to remove the goods or any of them in accordance with the above-mentioned provision ONDC may return the rejected goods or any of them to the Supplier at the Supplier's risk, the cost of carriage being recoverable from the Supplier. Rejected goods may not be replaced without ONDC's authorisation.

14. **Invoices:** A priced invoice bearing ONDC's order number shall be sent by the Supplier on the date of dispatch in respect of each shipment of goods dispatched and / or in respect of services rendered, a separate invoice being sent for each separate order number being covered by the shipment and / or the services. The invoice must contain all the required details in compliance with applicable laws including GST. The address on invoices should be Open Network for Digital Commerce, 3rd Floor, 7/6, Siri Fort Institutional Area, August Kranti Marg, New Delhi- 110049.

15. **Documents:** The following documents must be presented for processing:

- a. Invoice describing the items exactly as per this contract, full value of the goods/ services, applicable taxes, and any other details.
- b. Detailed packing list giving detail of packing case markings, number of packing, and net weights etc. in case of goods, If applicable.
- c. Technical Leaflets/ Catalogue, if applicable.
- d. Any other document specified on the face of PO/WO.
- e. Document to be couriered to: Open Network for Digital Commerce, 3rd Floor, 7/6, Siri Fort Institutional Area, August Kranti Marg, New Delhi- 110049.

16. **Insurance:** The supplier/agency/vendor shall take all insurances at his cost to cover all kinds of risks from the time the equipment's/materials leave the manufacturer's works till handing over the said system to the ONDC. Insurance to be covered by Supplier @ 110% of invoice value of the goods. The policy should be valid for a period of Delivery and Installation /Go-Live of the project. The Policy to be taken by the Supplier and should specify the name of Open Network for Digital Commerce, 3rd Floor, 7/6, Siri Fort Institutional Area, August Kranti Marg, New Delhi- 110049 as the beneficiary.

17. **Commission:** No commission is payable by ONDC to any agents.

18. **Support Documents:** The Supplier will provide catalogue, leaflets and other illustrated literature covering the items supplied under this contract for identification and examination by any regulatory authority including the Customs Authorities. The nomenclature of material in the invoice and all other documents shall strictly confirm to the description given in this order.

19. **Payment:** Subject to the approval of goods and/ or services by ONDC the payment will be made within the time specified on the face of the purchase order or work order subject to withholding and/ or deduction of tax at source as required pursuant to applicable law. Any other arrangements must be agreed in writing by ONDC. The responsibility to pay applicable indirect taxes to the applicable authorities will be that of the Supplier. The Supplier shall ensure to make timely payments and file timely returns with the applicable authorities such that ONDC can avail input tax credit of the same, if any. In case of any non-compliance or default by the Supplier with respect to same, then ONDC is entitled to recover and / or adjust any such indirect taxes, expenses, cost, loss, levy, penalty, interest etc. incurred by ONDC from the Supplier or contract price payable to the Supplier under this contract or otherwise.

20. **Contract Amendments:** ONDC may at any time by written amendment to the purchase order or work order make changes in:

- (1) The quantity, samples, patterns, specifications or other documents forming part of the contract.
- (2) The method of carriage of the goods or the packaging of the goods.
- (3) The place of delivery of the goods and / or services.
- (4) The date and time for delivery of the goods and/ or services.

The Supplier shall not make any changes in the goods and/ or services ordered without the permission of ONDC.

21. **Confidentiality:** Except with the consent in writing of ONDC, the Supplier shall not disclose any information issued or furnished by or on behalf of ONDC and/ or its affiliates, partners or customers, contract or any provision or existence thereof to any person other than a person employed by the Supplier in carrying out of the contract. Such disclosure shall be made in confidence and shall extend only so far as may be necessary for the purposes of the contract. Except with the consent in writing of ONDC, the Supplier shall not make use of the contract or any information issued or furnished by or on behalf of ONDC otherwise than for the purpose of the contract and the Supplier shall not make any goods or part thereof similar to the contract goods for any other purpose.

Supplier shall keep secret and shall not divulge to any third party any information given by ONDC in connection with any purchase order or work order or which becomes known to Supplier through its performance of its obligations under any such order.

22. **Indemnity** : The Supplier shall indemnify on demand and hold harmless ONDC and its affiliates and their respective officers, directors, employees, agents, shareholders and partners (together the "**Indemnified Party**") from and against all claims, damages, costs, expenses (including legal costs) and other liabilities suffered or incurred, directly or indirectly, by the Indemnified Party arising from any infringement or alleged infringement of intellectual property rights including patent, registered design, trademark or copyright by the use of any goods and/ or service bought or in consequence of any breach, non-performance, or non-observance by the Supplier of any of its/his obligations, warranties, representations and undertakings on the part of the Supplier in this contract in connection with the goods and / or services, and this contract or from any act or omission of Supplier or its employees, agents or sub-contractors, if any allowed by ONDC in writing.

23. **Assignment:** The Supplier shall not without the written consent of ONDC give, bargain, sell, sublet to or assign any of the Supplier's rights, obligations or benefits under the contract, provided however that ONDC may freely assign, give, bargain, sell, sublet any of its rights, obligations or benefits by this contract to any third-party including associate, partner, customer, affiliate, subsidiary or group company of ONDC without consent of Supplier.

24. **Recovery of sums due: notwithstanding anything specified in this Contract**, whenever under the contract any sum of money shall be recoverable from or payable by the Supplier the same shall be deducted from any sum then due or which at any time thereafter may become due to the Supplier under the contract or any other contract with ONDC.

25. **Injury to persons and damage to property:** The Supplier shall be liable for and shall indemnify ONDC against all claims, damages, costs, expenses and other liabilities arising under any statute or common law in respect of personal injury to or the death of any person or in respect of any damage to property where such injury, death or damage arises out of the Supplier's performance of the terms and conditions of the contract.

26. **Health and Safety:** The Supplier shall at all times during the course of the contract comply with the provisions of all applicable laws regarding the health and safety of its workers, employees, etc. and any regulations made thereunder or any modification or re-enactment thereof currently in force and shall indemnify ONDC against any consequences of the Supplier's non-compliance therein.

27. **Compliance with laws:** Without prejudice to the provisions of Clause 25 and 26 above, the Supplier shall comply with all laws relating to or affecting the contract.

28. **Intellectual Property Rights.** The Parties intend that, to the extent permitted by law, the services are conclusively deemed "works made for hire" and that ONDC owns all intellectual property rights in the services. To the extent that any services does not qualify as a "work made for hire," the Supplier hereby unconditionally and irrevocably assigns all of its right, title and interest, including but not limited to intellectual property rights and all of its copyright and trademark rights, in the services and materials / deliverables Supplier creates in connection with such services in favour of ONDC on a royalty free, irrevocable, transferable, worldwide basis and in perpetuity.

Upon ONDC's request, the Supplier shall use reasonable efforts to obtain from any third party any and all assignments and releases necessary to grant ONDC the rights of such third party. In addition, the Supplier (a) agrees to execute any and all documents prepared by ONDC and to do all other lawful acts as may be necessary, useful or convenient for ONDC to establish, document, and protect such rights; (b) has acquired and/ or shall acquire from each of its employees all rights to all such materials produced or developed by such employees in providing the services under this Agreement that are or may be necessary for the Supplier to convey to ONDC the rights granted in this Clause 29. In the event ONDC is unable for any reason after reasonable effort, to secure Supplier's signature on any document in accordance with sub-clause (a) above, the Supplier hereby irrevocably designates and appoints ONDC and its authorized employees as its agent and attorney in fact and at law, which appointment is coupled with an interest, to act for and on its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of sub-clause (a) with the same legal force and effect as if executed by the Supplier. The Supplier hereby waives and quit all claims, of any nature whatsoever, which Supplier may now or hereafter have for infringement of any services and materials assigned hereunder to ONDC.

29. **Advertising:** Supplier shall not without first obtaining the written consent of ONDC in any way whatsoever advertise or publish the fact that the Supplier has contracted to supply to ONDC the goods, materials or services herein mentioned.

30. **Force Majeure:** If ONDC's business operation is stopped, delayed or impeded by fire, flood, explosion, strike, lock-out, pandemic, epidemic or any form of industrial action, war hostilities, civil disturbance, Government demand regulation or prohibition, failure or delay on the part of any other Supplier or Suppliers or any other cause beyond the control of ONDC, any order may be modified or cancelled by ONDC as regards such part thereof as has not been executed by delivery to ONDC of goods and/ or services specified. In such event, no liability shall attach to ONDC by reason of such modification or cancellation.

31. **Sub-contracting agreement:** Supplier shall not delegate or subcontract the services and / or goods to be provided pursuant to this Agreement without ONDC's prior written approval and consent. In the event ONDC elects to approve Supplier's proposed use of a sub-contractor (hereinafter as "sub-contractor") to perform services and / or deliver goods hereunder, Supplier shall remain liable and be responsible for the action, inactions, and performance of all obligations by such sub-contractor to the same extent as if such obligations were performed by Supplier.

32. **Illegal Gratification:** Supplier hereby covenant that the Supplier and its officers, directors, employees, agents, representatives and contractors have not agreed, and do not and will not agree, to make, give, provide, offer, or promise, and have not made, given, provided, offered or promised, directly or indirectly, any payment, benefit, "kickback" or other incentive to (a) any government official, or (b) any director, officer, manager, employee, contractor, and/or agent of ONDC, or (c) any other person, individual or entity at the suggestion, request or direction or for the benefit of the above-described persons and/or entities, or engage in acts or transactions, in each case in manner that would be in violation of the applicable anti-bribery legislation.

33. **Term:** This contract shall commence from the date specified on the face of the purchase order or work order ("**Effective Date**") and shall remain in effect for a period as specified in such purchase order or work order or until the delivery of goods or completion of services, whichever is earlier ("**Term**").

34. **Termination:** (i) ONDC may at any time by notice in writing summarily terminate the contract without compensation to the Supplier in any of the following events: (a) If the supplier being an individual or where the Supplier is a firm or any partner in that firm, shall at any time become bankrupt or shall have a receiving or administration order made against him or shall make any composition or arrangement with or for the benefit of his/its creditors or shall make any conveyance or assignment for the benefit of his/its creditors or shall purport to do so; or (b) If the Supplier being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or manager on behalf of the creditors shall be appointed or if circumstances shall arise which would entitle the court or a creditor to appoint a receiver or manager or which would entitle the court to make a winding-up order, provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to ONDC; or (c) Any breach by Supplier of its obligations under the contract, which are not remedied by Supplier within prescribed time as specified herein, if any or in case no time is specified then 10 days of ONDC's written notice to Supplier. ONDC shall be entitled to compensation for any expenses, damages, losses and liability suffered as a consequence of the breach of Supplier.

(ii) Notwithstanding the aforesaid, ONDC shall have the right to terminate this contract, without cause, upon giving 30 days' notice to the Supplier.

(iii) Any termination of this contract, howsoever occasioned, shall not affect any accrued rights or liabilities of other party prior to termination of this contract.

35. **Waiver:** Failure by ONDC to require strict performance by Supplier of any terms of the contract shall not constitute a waiver thereof by ONDC. No waiver of any right, or a breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

36. **Entire Agreement:** The purchase order or work order alongwith this General Terms & Conditions of Purchase constitutes the entire agreement between the parties relating to the subject matter of this contract, and supersedes all previous agreements, understandings, writings, or negotiations, whether written or oral, between the parties and incorporates the entire agreement of the parties with respect to the subject matter of this contract. This contract may not be modified or amended except by written agreement of both the parties.

37. **Notice:** All notices or other communication required to be given or made under this contract shall be in writing and delivered in accordance with this clause, addressed to the intended recipient at their address mentioned on the face of purchase order or work order. Any notice or other communication hereunder shall be delivered using speed post, registered post with Acknowledgement Due or e-mail, and shall be deemed to have been received upon the actual receipt thereof. Any Party may change the address to which notices and other communications hereunder are to be delivered by giving the other Party a notice in the manner herein set forth.

38. **Relationship between the Parties:** Supplier is an independent contractor dealing at arms' length. Nothing contained in this contract shall be construed to create a partnership, joint venture or agency relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as employment related taxes.

39. **Arbitration:** (a) Any unresolved dispute or difference whatsoever arising between the parties to this PO/WO/Contract, out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. The Arbitration proceedings will be held at New Delhi, India and will be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. (b) The parties agree that any decision for Award of any Arbitral Tribunal pursuant to this clause shall be a domestic award and final, conclusive and binding upon the parties and any person affected by it. The parties also agree that any arbitration award rendered pursuant to this clause may be enforced by a court of competent jurisdiction. (c) During any period of arbitration, the contractor shall not suspend its services.

40. **Governing Law and Jurisdiction:** The contract shall be considered as a contract made in India and subject to Indian law. The parties hereby agree to submit to the exclusive jurisdiction of the Courts at New Delhi.

41. **Survival.** The termination or expiration of this contract shall not affect the survival and continuing validity of Confidentiality (Clause 21), Indemnity (Clause 22), Intellectual Property Rights (Clause 28), Notice (Clause 37), Arbitration (Clause 39), Governing Law and Jurisdiction (Clause 40) and Survival (Clause 41).

Annexure-I **Minimum Eligibility Criteria**

The Bidder may note that the below criteria is of critical importance and non-adherence to any would lead to disqualification from further bidding process.

Sr. #	Criteria	Minimum Requirement	List of Documents to be Submitted	Compliance status (Yes/No)
1	Registration Certifications & License	<p>The Bidder must be an entity registered with the Registrar of Companies under Indian Company Act and must provide the following details:</p> <p>a. Details of Registration of the firm /Organization - whether Sole Proprietorship/ Partnership firm /Private Limited/ Limited or Cooperative Body etc. - Name of Registering Authority, Date, and Registration number, etc.</p> <p>b. GST registration number</p> <p>c. PAN Card</p>	<p>a. Copy of Certificate of Incorporation (firm / organization - whether Sole Proprietorship / Partnership firm /Private Limited / Limited or Co-operative Body etc.) has to be provided.</p> <p>b. Copy of GST Certificate & PAN card</p>	
2	Turnover & Profitability	<p>a. The bidder should have positive Net Worth and positive Profit After Tax (PAT) in each of the last three financial years (FY 2020-21, FY 2021-22 & FY 2022-23).</p> <p>Kindly note that turnover of only the bidding entity will be considered. Turnover of any parent, subsidiary, associated or other related entity will not be considered.</p>	<p>Copy of Audited Balance Sheet including Profit & Loss Statements of last three Financial Years (FY 2020-21, FY 2021-22 & FY 2022-23).</p> <p style="text-align: center;">or</p> <p>Certificate from Independent - CA Firm Specifying Annual Turnover, Net Worth & PAT for the above - mentioned duration.</p>	
3	Work Experience	<p>During last 5 years ending last day of month previous to the one in which bids are invited, bidder should have any one of the following experiences:</p> <p>The bidder should have successfully completed:</p> <p>i) One similar order costing not less than the amount equal to Rs.12 lakh OR</p>	<p>Copy of Purchase order / Contract copy with order value or Completion certificate having order value.</p>	

		<p>ii) Two similar orders costing not less than the amount equal to Rs.7.5 lakh each OR</p> <p>iii) Three similar orders costing not less than the amount equal to Rs.5 lacs each</p> <p>Similar order means Supply, Installation & Commissioning of Laptops and Desktops. <i>The order value is inclusive of taxes.</i></p>		
4	Manufacturer's Authorization Form (MAF)	<p>Bidder should submit valid MAF - Manufacturer Authorization form that they are authorized Dealer / Distributor / Agents / Partner to supply the quoted OEM products.</p> <p>OR</p> <p>Bidder should submit Certificate from authorized Dealer / Distributor / Agents / Partner confirming they are Authorised Reseller.</p>	Supporting Document (Annexure -IX)	
5	Legal Liability	The Bidder should not be currently blacklisted from any of the government, semi government institutions, public/ private companies etc. in India and abroad.	Self-attested declaration has to be submitted on bidder's letter head as per Annexure - VI.	
6	Document Submission	Declaration	Self-attested declaration has to be submitted on bidder's letter head as per Annexure - VIII.	
7	Document Submission	Authorized Signatory	Letter of Authorization /Power of Attorney/Board Resolution for signing the bid on behalf of bidding organization	

Annexure-II
Price Schedule

The bidders are requested to submit the rates strictly as per following format:

Sr. No.	Description	Qty. (A)	Unit Rate (INR) (B)	Tax %age & amount (C)	Total Unit Price D=B+C	Total Amount E=AxD
1	Supply of Laptops as per specifications mentioned at Section-I of this RFP document. Warranty: 3 years professional warranty support and service with ADP	15 Nos.				
2	Laptop Bag (Branded bag)	15 Nos.				
3	MS Office Home & Business 2021 Perpetual License	15 Nos.				
4	USB 3.1 Type-C (6 in 1 adaptor) with RJ45, USB-A, HDMI ports.	15 Nos.				
TOTAL Amount including taxes (Rupees _____ only)						

Note: Price quoted should be inclusive of all taxes, delivery and all other additional charges.

Signature with Stamp of Authorized Person

Date:

Full Name:

Designation:

Company's Seal:

Annexure-III
RFP Response Cover Letter

Original signed copy on company letterhead

[Date]

To,

Senior Manager (IT-Procurement & Contracts)
Open Network for Digital Commerce (ONDC)
3rd Floor, 7/6, Siri Fort Institutional Area,
August Kranti Marg, New Delhi -110049

Dear Sir/Ma'am,

Ref: Response to RFP for '.....' ?

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer our bid for RFP.....as required and outlined in the RFP and agree to abide by this response for a bid validity period.

The following persons will be the authorized representative of our company/ organisation for all future correspondence between the ONDC and our organization till the completion of the project.

Details	Primary Contact	Secondary Contact	Executive Contact
Name:			
Title:			
Company Name:			
Address:			
Phone:			
Mobile:			
E-mail:			

We fully understand that in the event of any change in our contact details, it is our responsibility to inform ONDC about the new details. We fully understand that ONDC shall not be responsible for non-receipt or non-delivery of any communication and/or any missing communication from the ONDC to us, in the event that reasonable prior notice of any change in the authorized person(s) of the company is not provided to ONDC.

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to the ONDC is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead ONDC in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading, we are liable to be dismissed from the selection process or, in the event of our selection, our contract is liable to be terminated.

We agree for unconditional acceptance of all the terms and conditions set out in this RFP document.

We agree that you are not bound to accept any response that you may receive from us. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the RFP response.

It is hereby confirmed that I/We are entitled to act on behalf of our company /corporation/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this Day of

Signature:.....

Name:.....

Designation:.....

Annexure - IV
Vendor Information Form

Bidders are requested to furnish the following information and enclose along with quotation.

Agency Name:			
Address of the Agency			
Name & Designation of Authorised person			
Contact information	Mobile no:	Telephone No :	Email :

Date:

Signature & Stamp of the Bidder

Annexure-V
Contract Form

(On a Non-Judicial Stamp Paper of Rs.50.00)

This Contract made the _____ day of _____, 2023 between Open Network for Digital Commerce (ONDC), 3rd Floor, 7/6, Siri Fort Institutional Area, August Kranti Marg, - 110049, India (hereinafter “the Service Recipient”) of the one part and of _____ (hereinafter called “the Service Provider”) of the other part:

WHEREAS the Service Recipient is desirous that certain Goods/Services should be provided by the Service Provider, viz. _____ (Brief description of Goods and Services) and has accepted a bid submitted by the Service Provider in response to the Service Recipient’s Bidding Document Reference for the supply of those Goods/Services in the sum of Rs. _____ (Rupees) (hereinafter called “the Contract Price”).

NOW THIS CONTRACT WITNESSTH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meaning as in the Terms and Conditions mentioned at various Sections of the above referred Bidding Document.
2. The following documents shall be deemed to form and be read and construed as part this Contract, viz:
 - a. The Service Recipient’s PO/WO/Contract No. _____ dated _____.
 - b. the offer and price schedule submitted by the Service Provider:
 - c. the schedule of requirement and the specifications mentioned in various **Sections** of the above referred Bidding Document:
 - d. The terms and conditions in the above referred Bidding Document:
3. In consideration of the payments to be made by the Service Recipient to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Service Recipient to provide the Goods / Services and to remedy defects therein in conformity with the provisions of Service Recipient’s PO/WO and Bidding Document.
4. The Service Recipient hereby covenants to pay the Service Provider in consideration of the provision of the Goods / Services and the remedying of defects therein, the contract Price or such other sum as may become payable under the provisions of the PO/WO at the times and in the manner prescribed in the PO/WO and Bidding Document.

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

For and on behalf of Open Network for Digital Commerce	For and on behalf of _____ (name of company)
Signature:	Signature:
Name:	Name:
Designation:	Designation:
Company's stamp/Seal:	Company's stamp/Seal:
<i>In the presence of (witness):</i> 1.)	<i>In the presence of (witness):</i> 1.)

Annexure-VI
Non-Blacklisting Declaration

(Original signed copy on company letterhead)

This is to notify that our company intends to submit a proposal in response to the RFP for _____ (name of work/services).

It is hereby certified that we are not blacklisted by any Central/ State Government/ agency of Central/ State Government /PSU / Autonomous Body/ any Regulatory Authority in India as on date.

(Authorised Signatory)

Signature:

Name:

Designation:

Seal:

Date:

Annexure-VII
Request for Clarification Format

(To be submitted in excel format only)

Bidder's Request for Clarification on.....			
Name of the Bidder submitting the request		Name and position of person submitting request	Full formal address of the bidder including phone, fax and email points of contact
S. No.	RFP Document Reference(s) (section number /page)	Content of RFP requiring clarification	Points on which clarification required
1			
2			

Annexure-VIII
Declaration

1. I, Son / Daughter
of Shri Proprietor / Partner /
Director / Authorised Signatory of competent
to sign this declaration and execute this bid document.

2. I have carefully read and understood all the terms and conditions of the bid and
hereby convey my acceptance of the same.

3. The information / documents furnished along with the above application are true
and authentic to the best of my knowledge and belief. I / we, am / are well aware of
the fact that furnishing of any false information / fabricated document would lead
to rejection of my bid at any stage besides liabilities towards prosecution under
appropriate law.

Signature of Authorized Person

Date:

Full Name:

Place:

Company's Seal:

Annexure-IX
Manufacturers'/Producers' Authorization Form

(On Company letterhead only)

Date: dd/mm/yyyy

To,
Senior Manager (IT-Procurement & Contracts)
Open Network for Digital Commerce (ONDC)
3rd Floor, 7/6, Siri Fort Institutional Area,
August Kranti Marg, New Delhi - 110049

RFP No. _____

Dear Sir,

Note: This letter of authority should be on the letterhead of the manufacturer / Distributor and should be signed by an Authorised person of manufacturing Company.

Check list of the documents to be submitted with bid

Sr. No.	Particulars	Confirm (Yes/No)
1.	Earnest Money Deposit, if Applicable	NA
2.	Proposal (including Password protected Price Schedule)	
3.	Audited Balance sheet of last three years with details of annual turnover, profit & loss account etc. (Only relevant pages) or Independent Auditor- CA Certificate	
4.	Copy of Certificate of Incorporation, GST Certificate & PAN Card.	
5.	Letter of Authorization/Power of Attorney/Board Resolution	
6.	Documents in support of work / contracts fulfilled along with their values in support of the experience.	
7.	Supporting Documents in response to Minimum Eligibility Criterion	
8.	Tender response cover letter	
9.	Vendor information form	
10.	Non-blacklisting Declaration	
11.	Declaration	
12.	MAF	