



OFFICE OF THE ACCOUNTANT GENERAL (Audit-I), ODISHA: BHUBANESWAR

No. OE/ Laptops/125-B/21-22/ 142

Dated: 30.09.2021

**NOTICE INVITING TENDER
FOR
“Purchase of Laptops”**

Deputy Accountant General (Admn), Office of the Accountant General (Audit-I), Odisha, Bhubaneswar-1 invites sealed bids from eligible bidders for supply, installation and commissioning of 07(Seven) no's of Laptops confirming to the terms and conditions mentioned in the tender document.

Last date of submission of tender is at **01/11/2021 at 15.00hrs.** The Bid will be opened on the same day at **16.00 hrs.**

The bid documents will be available in our website "www.agodisha.gov.in" and can be downloaded and used as documents for submitting the offer.

Cost of Tender Document – **Rs 100/-**. Amount will be deposited separately in shape of DD of any Nationalized Bank favoring “The Sr. AO/Cash, O/o the AG (Audit-I), Odisha, Bhubaneswar” payable at Bhubaneswar

Sd/-

Deputy Accountant General /Admn

To

1. Notice Board
2. website URL : <https://cag.gov.in/ag1/odisha/en>

The Bidding document includes the following:

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Section -1: Instruction for Bidders

1.1 Minimum Eligibility Criteria

The Bidder:

1.1.1 Should be Original Equipment Manufacturers (OEM) / Authorized Dealer (AUD) / Distributor of OEM. Bidders quoting as Authorized Distributors / dealers of the manufacturer will be considered.

1.1.2 Should be a Registered Company/Firm.

1.1.3 Should be in existence in sales and services business of Servers, Desktops and other computer peripherals for at least last five (5) years.

1.1.4 Should be a profit making company/firm for at least 2 years evidenced from the CA Certificate / Balance sheets.

1.2. Schedule of events

Sl No	Bid Reference	
1	Purpose	Purchase of 07 no's of laptops
2	No. Of Envelopes (Non window, sealed) to be submitted	02 (Two), containing: 1. Forwarding letter as per Annexure IV, Technical Bids as per Annexure III, 2. Commercial Bid as per Annexure V
3	Last Date of Submission of Bids	01/11/21 at 15.00 hrs.
4	Venue, Date and time of opening of Bids	01/11/21 at 16.00 hrs. in the chamber of Deputy Accountant General (Admn) Au-I, Odisha, Bhubaneswar
5	Date and time of Pre-bid meeting	Any time till closing hours of tender submission
6	Bid Validity	30 days from the date of opening of Commercial Bid.
7	Address for submission of Bids	The Deputy Accountant General (Admn), O/o the Accountant General (Audit-I), Odisha, Bhubaneswar-751001.

Section – 2: General Terms and Conditions

2.1 Introduction

The bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the bidder's own risk.

2.2 Technical Bid

Bidder to submit point by point compliance to the technical requirements and it should be included in the Bid. Any deviations from the specifications should be clearly brought out in the bid. Bidder to quote in INR for entire package on a single responsibility basis for the goods and services it proposes to supply under the contract

2.3 Amendment to the bidding document

2.3.1 At any time prior to the deadline for submission of Bids, the Purchaser, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment.

2.3.2 All prospective Bidders will be notified through the purchaser's website of the amendment if any to the bidding document and the said amendments will be binding on them.

2.3.3 In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Purchaser, at its discretion, may extend the deadline for the submission of Bids.

2.4 Bid Security (EMD):- Instead of bid security, Bid security declaration is to be submitted.

2.5 Period of validity of bids (Date till which the bids should be valid)

180 days from the last date of submission of tender document and shall be binding on the bidder, if the Purchaser chooses to place the purchase order (PO) or repeat order(s), on or before that date. However, the Accountant General (Audit-I) reserves the right to call for fresh quotes at any time during the period, if considered necessary.

2.6 Format, signing, Sealing and Marking of Bids

2.6.1 The bidder shall submit a sealed non-window envelope containing: -

Technical Bid with minimum eligibility criteria in sealed non-window envelope. Commercial Bid in sealed non-window envelope. Technical and commercial bids should be put in two separate envelopes superscribed "Technical Bid" and "Commercial Bid" respectively and both envelopes are to be put inside the main envelop.

2.6.2 The Original bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person(s) duly authorized to bind the Bidder to the contract. The person(s) signing the bids shall initial all the pages of the bids, except for unamendzed printed literature. Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person signing the bids.

2.6.3 The Bidder shall seal the envelope containing Technical bid in NON-WINDOW. The envelope should be superscribed with "**ORIGINAL BID FOR SUPPLY OF laptops – TECHNICAL PROPOSAL**".

2.6.4 The Bidder shall seal the envelope containing Commercial Bid in NONWINDOW.

The envelope should be superscribed with "**ORIGINAL BID FOR SUPPLY OF Laptops - COMMERCIAL PROPOSAL**".

2.6.5 The envelopes shall be addressed to:

The Deputy Accountant General (Admn),

Office of the Accountant General (Audit-I), Odisha,Bhubaneswar-751001.

2.6.6 If the envelop is not sealed and marked, this office will assume no responsibility for the Bid's misplacement or its premature opening.

2.7 Last date for submission of Bids

Last date for bid submission is mentioned in Section 1(Schedule of events).

2.7.1 In the event of the specified date for the submission of bids, being declared a holiday for the office, the bids will be received up to the appointed time on the next working day.

2.7.2 The Purchaser may, at its discretion, extend the deadline for submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

2.7.3 Any bid received after the deadline for submission of bids prescribed by the Purchaser will be rejected and returned unopened to the bidder.

2.7.4 Modification And / Or Withdrawal of Bids:

Bids once submitted will be treated, as final and no further correspondence will be entertained. No bid shall be modified after the deadline for submission of bids. No bidder shall be allowed to withdraw the bid, if bidder happens to be the successful bidder. The Purchaser has the right to reject any or all tenders received without assigning any reason whatsoever. The Purchaser shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason whatsoever.

2.8 Documents Establishing Bidder's Eligibility and Qualification

2.8.1 The Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the contract.

2.8.2 The documentary evidence of the Bidder's qualifications to perform the Contract, if its Bid is accepted shall be established to the Purchaser's satisfaction:

2.8.3 That the Bidder meets the qualification criteria as required under Minimum Eligibility criteria.

2.9 Right to accept any Bid and to reject any or All Bids

2.9.1 The Purchaser may at its discretion evaluate the vendors for supply of items detailed above based on the qualitative aspects broadly in respect of one or more of the following parameters: Financial strength and market reputation. Annual Turnover for last 3 consecutive years. Profitability for last 2 years. Vendor's ability to honor the commitments.

2.9.2 The Purchaser reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to placing of purchase order, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.

2.10 Evaluation of Bids

2.10.1 Clarification of Bids

During evaluation of Technical Bids, the Purchaser, at its discretion, may ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing (Fax/e- Mail), and no change in the substance of the Bid shall be sought, offered or permitted.

2.10.2 Preliminary Examinations / Pre-qualification

2.10.2 In the first stage, Technical Bids will be opened in presence of a Technical Bids Opening Committee appointed for the purpose. It is the responsibility of the bidder's representative to be present at the time, on the date and at the place specified in the tender document. The bidders' representatives who are present shall sign a document evidencing their attendance.

2.10.3 The Purchaser will examine the Bids to determine whether they are complete, the documents

have been properly signed, supporting papers/documents attached and the bids are generally in order.

2.10.4 The Purchaser may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.

2.10.5 Prior to the detailed evaluation, the purchaser will determine the substantial responsiveness of each Bid to the Bidding document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence. The Purchaser would also evaluate the Bids on technical parameters.

2.10.6 If a Bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

2.10.7 The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

2.10.8 All the bidders who qualify in pre-qualification and Technical evaluation would be short listed. Commercial bids of only short listed bidders would be opened.

2.10.9 Arithmetic errors, if any, in the price breakup format will be rectified on the following basis:

If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the supplier does not accept the correction of errors, its bid will be rejected. If there is discrepancy in the unit price quoted in figures and words, the unit price, in figures or in words, as the case may be, which corresponds to the total bid price for the item shall be taken as correct. If the vendor has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.

2.10.10 The Purchaser may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or affect the relative ranking of any bidder.

2.10.11 The Purchaser at its discretion can ask the vendors for the demonstration of all or some components/features of the hardware quoted by them. However, the Purchaser will not pay/ reimburse any expenditure incurred by the vendor for arranging the demonstration.

2.11 Contacting the Purchaser

2.11.1 Bidder shall NOT contact the Purchaser on any matter relating to its Bid, from the time of opening of Bid to the time a communication in writing about its qualification or otherwise received from the Purchaser.

2.11.2 Any effort by the Bidder to influence the Purchaser in its decisions on Bid evaluation, Bid comparison may result in the rejection of the Bidder's Bid.

2.12 Award of Contract

2.12.1 Contract will be awarded to the successful Bidder, out of the Bidders who have responded to Purchaser's tender as referred to above, who has been determined to qualify to perform the contract satisfactorily, and whose Bid has been determined to be substantially responsive, and is the lowest

evaluated Bid.

2.12.2 The Purchaser reserves the right at the time of award of contract to increase or decrease of the quantity of goods or services or change in location where equipment are to be supplied from what was originally specified while floating the tender without any change in unit price or any other terms and conditions.

Section – 3: Special Terms and Conditions

(These terms and conditions are generic in nature, which have been mentioned for the knowledge of the bidders and may be changed to specific terms and conditions with necessary changes with each Purchase Order as and when applicable).

3.1 Definitions

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

3.1.1 “The Purchaser” means Accountant General (Audit-I), Odisha, Bhubaneswar.

3.1.2. “The Goods” means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser.

3.1.5 “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Purchase Contract.

3.1.6 “TCC” means the Terms and Conditions of Contract contained in this section.

3.1.7 “The Supplier” or “the Vendor” means the individual or firm supplying or intending to supply the Goods and Services under this Contract; and

3.1.8 “The Location” means Office of the Accountant General (Audit-I), Odisha, Bhubaneswar.

3.2 Subcontracts

The Supplier shall not assign to others, in whole or in part, their obligation to perform under the contract, except with the Purchaser’s prior written consent.

3.3 Delivery and Installation

3.3.1 The Bidder should deliver the goods/services within stipulated time as mentioned in Special terms and conditions from the date of Purchase Order.

3.3.2 Delivery of the Goods shall be made by the Supplier in accordance with the terms of the Purchase Contract. The vendor should take responsibility of the Goods till it reaches the delivery destination as informed by the Purchaser, transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier. Vendor shall organize the Road Permits wherever required, any letter required for this will be given by the Purchaser.

3.3.3 If the vendor fails to supply the items within the schedule delivery period, the Purchaser will impose a penalty of 1.5% of the order value for each week’s delay or part thereof, subject to maximum of 5 weeks. Thereafter the purchaser reserves the right to cancel the purchase order in whole or for the left out items. In case of cancellation of the Contract the Security Deposit shall be forfeited to Government as a measure of penalty.

3.3.4 Installation will be treated as incomplete in one/all of the following situations:

- Non-delivery of any hardware or other components and software modules mentioned in the order
- Non-delivery of supporting documentation
- Delivery, but no installation of the components and/or software
- System operational, but unsatisfactory to the Purchaser

3.3.5 The Purchaser will consider the inability of the Bidder to deliver or install the equipment within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the Bidder.

The liquidation damages represent an estimate of the loss or damage that the Purchaser may have suffered due to delay in performance of the obligations (relating to delivery, installation, operationalization, implementation, training, acceptance, warranty, maintenance etc. of the deliverables) by the Bidder.

3.3.6 The Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum as specified in Special Terms and Conditions

3.3.7 Products shall be supplied in a ready to use condition along with all Cables, Connectors, Software Drivers, Manuals and Media etc.

3.4 Delivery and Documents

The details of shipping and/or other documents to be furnished by the Supplier are specified hereunder.

3.4.1 Original copy of Supplier's invoices showing contract number, goods description, Quantity, unit price and total amount;

3.4.2 Manufacturer's / Supplier's warranty certificate along with all Software CDs/DVDs.;

3.5 Price

3.5.1 Prices quoted by the bidders should include all local taxes, VAT, duties, levies transportation costs and insurance costs till the equipment is accepted.

3.5.2 Once a price is arrived at, the same must remain firm and must not be subject to escalation during the performance of the contract due to fluctuation in foreign currency, change in the duty/tax structure, changes in costs related to the materials and labour or other components or for any other reason.

3.5.3 The prices quoted shall be valid for a minimum period of One Month from the last date for submission of offers.

3.5.4 Octroi, alone, if applicable, will be made at actual, on production of suitable evidence of payment by the Supplier.

3.5.5 Further, subsequent to the orders being placed/agreement executed, the Bidder shall pass on to the purchaser all fiscal benefits arising out of reductions in Government Levies viz., Sales Tax, Excise Duty, Custom Duty etc. Otherwise rates are firm during the period.

3.5.6 The Purchaser will not provide Form-C or Form-D and vendor will have to arrange for Form 31 or 32 or any other road permit, if required, on behalf of the purchaser.

3.6 Terms of Payment

3.6.1 The standard payment terms of the Purchaser are given below.

100% after delivery, verification and installation of items at respective locations and after successful commissioning of the supplied items.

3.6.2 Supplier will be entirely responsible for all applicable present and future, duties, levies, charges, license fees, VAT etc. In connection with delivery of goods at purchaser's location including incidental services and commissioning.

3.6.3 The Bidder must accept the payment terms proposed by the Purchaser. The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Purchaser. Any deviation from the proposed payment terms would not be accepted. The Purchaser shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Purchaser.

3.6.4 All Payments will be made to the Bidder in Indian Rupee only.

3.7 Technical Information

3.7.1 The technical documentation involving detailed specification of the model should be furnished.

3.7.2 The Models proposed/withdrawn from the market and the models under quality testing should not be offered. Purchaser shall reserve right to ask for PROOF OF CONCEPT on working of the newly introduced Models in the market, if offered, on the agreed terms & conditions.

3.7.3 When the configuration/ feature required is not available in a particular model, the next available higher configuration model shall be offered.

3.7.4 In addition to the above, if any additional/ enhanced configuration is suggested in view of technological changes, it may be furnished as optional feature with/without cost duly explaining the additional utility of the offered model in both the technical offer document as well as Commercial Offer document. However, the basic quote should be confined only to the configuration/ model offered for.

3.7.5 Two or more models can be offered, if they conform to the technical specifications given. However, the vendor shall offer only one main option for bid evaluation out of the

Models offered and the same shall be mentioned on the MODEL OFFERED. Vendor may offer alternate options for consideration of the Purchaser, if required.

3.8 Acceptance

3.8.1 The acceptance / performance test will be performed after completion of installation and commissioning of all the components of the solution at the sites of installation. Complete hardware and Software as specified in the tender must have been supplied, installed and commissioned properly by the Bidder prior to commencement of the tests. The acceptance test will be conducted by the Purchaser, their consultant or other such person nominated by the Purchaser. The acceptance will involve trouble free operation for seven consecutive days at site. The Bidder will be responsible for setting up and running the acceptance test without any extra cost to the Purchaser.

3.8.2 In the event of hardware and software failing to pass the acceptance test, a period Not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the Purchaser reserves the right to get the corresponding component replaced by the Bidder at no extra cost to the Purchaser or to cancel the order and recall all the payments made by the Purchaser to the bidder.

3.8.3 Successful conduct and conclusion of the acceptance tests for the installed

components shall also be the sole responsibility and at the cost of the Bidder.

3.8.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the shipment of the goods.

3.9 Governing language

3.9.1 The Contract shall be written in English. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in English.

3.9.2 The technical documentation involving detailed instruction for operation and maintenance, users' manual etc. is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.

3.10 Applicable laws

3.10.1 The Contract shall be interpreted in accordance with the laws prevalent in India.

3.10.2 Compliance with all applicable laws: The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Purchaser about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Purchaser and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.

3.10.3 Compliance in obtaining approvals/permissions/licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Purchaser and its employees/ officers/ staff/personnel/ representatives from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom and the Purchaser will give notice of any such claim or demand of liability within reasonable time to the bidder.

3.11 Transport

3.11.1 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination, transport to such place of destination, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier.

3.11.2 Should any loss or damage occur, the Bidder shall:

- a. Initiate and pursue claim till settlement, and
- b. Promptly make arrangements for repair and/or replacement of any damaged item(s) irrespective of settlement of claim by the underwriters.

3.11.3 The Supplier shall provide complete and legal documentation of Systems, all subsystems, operating systems, compiler, system software and the other software. The Supplier

shall also provide licensed software for all software products, whether developed by it or acquired from others. The Supplier shall also indemnify the Purchaser against any levies/penalties on account of any default in this regard.

3.11.4 On successful completion of acceptability test, receipt of deliverables, etc. and after the Purchaser is satisfied with the working on the system, the acceptance certificate will be signed by the, Testing Agency and the representative of the Purchaser.

3.12 Warranty

3.12.1 **On-site comprehensive warranty:-** The warranty must be on-site and comprehensive in nature and back to back support from the OEM. The vendor will warrant all the hardware items against defects arising out of faulty design, materials and media workmanship etc. for a period of Two years from the date of acceptance of the hardware. Defective hardware shall be replaced by the vendor at his own cost, including the cost of transport.

3.12.2 During the Warranty period, the Bidder/OEM will have to undertake system maintenance and replacement or repair of defective parts or systems.

3.12.3 If during operation, the down time of any piece of equipment or component thereof does not prove to be within reasonable period, the Supplier shall replace the unit of component with another of at least the same performance and quality, at no cost to the Purchaser.

3.13 Post Warranty Maintenance:

The selected vendor will enter into AMC (Annual Maintenance Contract) with the Purchaser, if so desired by the Purchaser, for post warranty maintenance. However, the Purchaser will be having right to go with any other vendor for AMC if so desired by the Purchaser.

3.14 Patent Rights

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Goods or any part thereof in India, the Supplier shall act expeditiously to extinguish such claim.

If the Supplier fails to comply and the Purchaser is required to pay compensation to a third party resulting from such infringement, the Supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Purchaser will give notice to the Supplier of such claim, if it is made, without delay.

3.15 Force majeure

If the performance as specified in this order is prevented, restricted, delayed or interfered by reason of Fire, explosion, cyclone, floods, War, revolution, acts of public enemies, blockage or embargo, Any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrict trade practices or regulations, Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein, or Any other circumstances beyond the control of the party affected, then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected uses its best efforts to remove such cause of non- performance and when removed the party shall continue performance with utmost dispatch.

If a Force Majeure situation arises, the Bidder shall promptly notify the Purchaser in writing of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by the Purchaser in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

3.16 Penalty for Default Delivery

If the vendor fails to deliver the items within stipulated period, Purchase will impose a penalty of **1.5% of the order value for the late delivered item for each weeks delay or part thereof, subject to maximum of 5 weeks.**

In case the delay exceeds five weeks, the Purchase reserves the right to cancel the order and in such a case, the vendor will have to repay the Purchaser the advance paid, if any, with interest @ 12% per annum, unconditionally. If orders are cancelled due to non-delivery, the vendor will be debarred by the Purchaser for participating in any future tenders floated by the Purchaser.

3.17 Termination

The Purchaser may at any time terminate the contract by giving written notice to the Bidder if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

The Purchaser reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

- Failure of the successful bidder to accept the contract and furnish the Performance Guarantee within specific days of receipt of purchase contract as stated in the Purchase order;
- Delay in delivery beyond the specified period
- Delay in completing installation / implementation and acceptance tests / checks beyond the specified periods;
- Serious discrepancy in hardware noticed during the pre-dispatch factory inspection; and In addition to the cancellation of purchase contract, the Purchaser reserves the right to appropriate the damages through encashment of Performance Guarantee given by the Bidder.

3.18 Resolution of Disputes

3.18.1 It will be the Purchaser's endeavor to resolve amicably any disputes or differences that may arise between the Purchaser and the Bidder from misconstruing the meaning and operation of the Tender and the breach that may result. In case of Dispute or difference arising between the Purchaser and a Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between the Purchaser and the Supplier OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.

3.18.2 Arbitration proceedings shall be held at Bhubaneswar, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall

be English. Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Bhubaneswar, India only.

3.18.3 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

3.19. Performance Guarantee

The successful bidder has to submit a bank guarantee of value equals to 5% of the total value of the items for the period as fixed by the Deputy Accountant General /Admn. If the bidder fails to provide service as per terms and conditions then this office has every right to forfeit the performance guarantee amount.

Sd/-

Deputy Accountant General /Admn

Annexure-I

Minimum Technical Specification of Laptops:

1. **Processor description:-** Intel Core i5 10th Generation or Higher, AMD Ryzen 5 Latest series
2. **HDD Type:-** SDD/SATA
3. **Total HDD Capacity(GB):-** Any value, Preferred minimum 256 GB SSD
4. **Operating System(Factory preloaded):-** Windows 10 professional
5. **RAM Size :-** Min. 8 GB, preferred 16 GB

Annexure-II

Technical Details

[All fields to be filled in duly and proof of the same to be attached separately]

A. Pre-Qualification

Name of the Bidder			
Address of the Bidder			
Telephone	Fax	e-mail	Website
Contact details of the Person authorized to make commitment to the Purchaser			
Name			
Designation			
Mobile No			
Fax No			
E-mail id			
Classification (Tick the appropriate box and attach MAM form as per format given in Annexure-III)			
OEM			
AUD			
Others, pl specify			
If, AUD or Others, specify the Name of and address of OEM			
Company Details (Registration certificate to be enclosed)			
Type of Company (Govt. / PSU / Pub Ltd / Pvt. Ltd / Partnership)			
Registration and Date of Registration			
Year of incorporation / Establishment			
Sales Tax Number (copy to be enclosed)			
PAN Number (Copy to be enclosed)			
Financial status of the organization details & attach proof of the same)	2018-2019	2019-20	2020-21
Turnover (in Lakh)			
Profit before tax (in lakh)			

Place:

Date:

Signature & Seal

ANNEXURE-III

B. Technical Bid

Make & Model --- Detailed Specification	Vendor's Response	Deviation (if any)
1. <u>Processor description:-</u> Intel Core i5 10 th Generation or Higher, AMD Ryzen 5 Latest series		
2. <u>HDD Type:-</u> SDD/SATA		
3. <u>Total HDD Capacity(GB):-</u> Any valvue, Preferred minimum 256 GB SSD		
4. <u>Operating System(Factory preloaded):-</u> Windows 10 professional		
5. <u>RAM Size :-</u> Min. 8 GB, preferred 16 GB		

Note: vendor to specify clearly his offering in vendor's response column.

Place:

Date:

Signature with Seal

Annexure-IV

Forwarding Letter

(To be submitted on company's letter head)

To
The Deputy Accountant General (Admn),
O/o the Accountant General (Audit-I),
Odisha, Bhubaneswar-751001

Sub: Tender for supply of Laptops.

Sir,

This is in reference to your above mentioned tender for the procurement of 10 nos. of Laptops. Having examined the tender document, the receipt of which is hereby duly acknowledged, we the undersigned, hereby submit our proposal along with necessary supporting documents.

Further, we agree to abide by all the terms and conditions as mentioned in the tender document. We have also noted that the Accountant General (Audit-I), Odisha, Bhubaneswar reserves the right to consider / reject any or all applications without assigning any reason thereof.

Place:

Date:

Authorized Signatory

ANNEXURE- V

COMMERCIAL BID

1. Cost of Laptops (Specification as per Technical Bid) - 1 nos.

(Cost of different brands must be mentioned separately)

Cost of hardware and software's must be mentioned separately

Note: Bidders are requested to note the following:

All the details must be provided as per format. Sealed commercial bid must be given with technical bid. All the rates must be quoted in INR.

Place

Date

Signature of Authorised Signatory

Annexure-VI

To,

Deputy Account General/Admn
O/o the Accountant General (Audit-I),
Bhubaneswar, Odisha-01,

Reference: - Bid no: & Date...

I/We, irrevocably declare as under:

I/WE understand that as per Clause.....2.4..... of Tender/Bid conditions, bids must be supported by a Bid Security Declaration in lieu of earnest Money Deposit.

I/We hereby accept that I/we may be disqualified from bidding for any contract with you a period of "as approved by competent authority of your office" from the date of disqualification as may be notified you (without prejudice of O/o AG(Au-I),BBSR right to claim damages/ any other legal course) if,

1. I am/ we are in a breach of any obligations under bid conditions,
2. I/ We have withdrawn or unilaterally modified/ amended/ revised, my/ our bid during bid validity period specified in the form of bid or extended period, if any.
3. One acceptance of our bid by your office, I / we failed to deposit the prescribed security Deposit or fails to execute the agreement or fails to commence the execution of the work in accordance with terms and conditions and within the specified time.

Signature:

Name & designation of the authorized person signing the bid-security Declaration Form:

Duly authorized to sign the bid for and on behalf of
:.....(Complete name of bidder)

Dated onday of.....Month year.....

(note: In case of a joint Venture, the Bid Security Declaration must be in the name of all partners to the joint Venture that submits the bid).

