



**OFFICE OF THE PRINCIPAL ACCOUNTANT GENERAL (A&E),  
ODISHA : BHUBANESWAR**

No. EDP Cell (242)/Desktop PC/2018-19/139

Dated:-14.08.2018

Tender No.22

Date: 14.08.2018

**NOTICE INVITING TENDER  
FOR  
“DESKTOP PC”**

Deputy Accountant General (Admn), Office of the Principal Accountant General (A&E), Odisha Bhubaneswar-1 invites sealed bids from reputed eligible bidders for supply, installation and commissioning of “Desktop PC” alongwith operating system confirming to the terms and conditions mentioned in the tender document

Preferred Brand/Make: All reputed brands of computer hardware, domestically manufactured electronic products will be given preference as per Government of India Procurement Policy

Last date of submission of tender is 05.9.2018 (15.00 hrs). The Bid will be opened on the same day at 4.00PM (16.00 hrs). This office would enter into contract with the prospective bidder fulfilling the required criteria and the bid which is found to be the lowest.

The bid documents will be available in our website “ [www.agodi.cag.gov.in](http://www.agodi.cag.gov.in) > and can be downloaded and used as documents for submitting the offer.

Cost of Tender Document - Free  
Bid Security Amount - ₹ 23000/-

**Sd/-  
DEPUTY ACCOUNTANT GENERAL (ADMN)**

**The Bidding document includes the following:**

Instruction for Bidders	Section 1
General Terms and Conditions	Section 2
Special Terms and Conditions	Section 3
Technical Specification of Desktop PC	Annexure I
Technical Details	Annexure II
Manufacturer Authorisation Form [MAF]	Annexure III
Bid Form	Annexure IV
Service Support Details	Annexure V
Forwarding Letter	Annexure VI
Proforma of Indemnity	Annexure VII
Undertaking of Authenticity for Desktop PC	Annexure VIII
Commercial Bid	Annexure IX

**Section -1 : Instruction for Bidders**

**1.1 Minimum Eligibility Criteria**

The Bidder:

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

- a. The Bidder furnishes Authorisation from the Manufacturers of Desktop PC for which they are submitting bid.
- b. The Bidder as authorised agent, has supplied, installed and commissioned Computer Hardware and peripheral of the kind required by the Purchaser in Central Government / State Government/Autonomus Body etc and has provided after sales service satisfactorily for at least 2 years on the date of Bid opening and must be providing annual maintenance services for the above installations. Copy of such orders may be attached with the Technical Bid.

1.1.2 Should be a Registered Company.

1.1.3 Should be in existence in core Hardware & Peripheral sales and services business for the last five (5) years.

1.1.4 Should have minimum turnover of ₹ 1 crore or above per annum out of Indian Operations from the sale of Computer Hardware & Peripheral during the last three (3) years ending March 2018

1.1.5 Should be a profit making company for at least 2 years out of last 3 years as evidenced from the CA Certificate / Balance sheets.

1.1.6 Should have direct support centers at Bhubaneswar. In case of support through service partners, details of customers supported by the service partners are to be attached.

**1.2. Schedule of events**

Sl No	Bid Reference	EDP Cell (242)/Desktop PC/2018-19/.... Dated:
1	Purpose	Purchase of Desktop PC
2	No. Of Envelopes (Non window, sealed) to be submitted	02 (Two), containing: 1. Forwarding letter as per Annexure VI, Technical Bids as per Annexure II, Manufacturers Authorization Form as per Annexure III, Bid form as per Annexure IV & Service Support Details as per Annexure V 2. Commercial Bid as per Annexure IX

3	Last Date of Submission of Bids	05.9.2018 (15.00 hrs)
4	Venue, Date and time of opening of Bids	05.9.2018 (16.00 hrs)
5	Date and time of Pre-bid meeting	Any time till closing hours of tender submission
6	Bid Validity	180 days from the date of opening of Commercial Bid.
7	Address for submission of Bids	The Deputy Accountant General Admn), O/o the Principal Accountant General (A&E), 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)

Sl No	Item Description	Qty required	Bid Security in Rupees
1.	Desktop PC i5	50 (approx)	23,000/-

Bid Security mentioned against each item offered should be submitted in shape of Demand Draft in favour of "Accounts Officer (Cash), O/o the Principal Accountant General (A&E), Odisha, Bhubaneswar, payable at Bhubaneswar from Nationalized / Scheduled / Commercial Bank. The security money will be returned to the Bidders except the successful bidder immediately after finalization of this tender.

### 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 Pr. Accountant General (A&E) 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 unamended 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 DESKTOP PC – 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 DESKTOP PC – COMMERCIAL PROPOSAL”.

2.6.5 The envelopes shall be addressed to:

The Deputy Accountant General (Admn),  
Office of the Principal Accountant General (A7E), 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 has the necessary Financial, Technical and Production/ Distribution/ Service capability to perform the contract;

2.8.4 That the Bidder meets the qualification criteria as required under Minimum Eligibility Criteria and

2.8.5 That adequate, specialised hardware, related software expertise are already available to ensure that the support services are responsive and the Bidder will assume total responsibility for the fault free operation of hardware, software and maintenance during the mandatory specified period of warranty period and provide necessary

maintenance services for further period, if desired by the Purchaser after the end of warranty period.

2.8.6 The domestically manufactured products will be given preference to a tune of not less than 30% of the total procurement subject to matching with L1, if such bidders are available.

### **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.

Spread of Network of service centers.

Supplies made to other Government Organisations and Public Sector Banks in the last 2 years.

Quality and Promptness of service support.

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 equipments 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 Principal Accountant General (A&E), Odisha, Bhubaneswar.

3.1.2 "The Contract" means the agreement entered into between the Purchaser, represented by its Officer and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;

3.1.3 "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

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

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 Principal Accountant General (A&E), Odisha, Bhubaneswar and its Branch office i.e “Deputy Accountant General (Works A/cs), O/o the Principal Accountant General (A&E), Odisha, Puri Branch, Puri.

### **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 organise 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, operationalisation, 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.

3.3.8 The vendor shall integrate the hardware with the existing LAN/WAN infrastructure.

### **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;

3.4.3 Inspection certificate issued by the nominated inspection agency, if any, and the Supplier's factory inspection report and Quality Control Test Certificates.

3.4.4 The vendor to submit insurance certificate along with delivery documents.

### **3.5 Price**

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

3.5.2 Once a contract 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 Six Months from the last date for submission of offers.

3.5.4 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, GST etc. Otherwise rates are firm during the entire contract period.

3.5.5 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.

95% of the total amount will be paid after delivery, verification and installation of items at respective locations. Balance 5% after successful commissioning of the supplied items and on submission of Performance Guarantee in shape of Bank Guarantee from a Nationalised / scheduled commercial bank equivalent to 5% of contract value valid till THREE months after expiry of warranty period commencing from the date of successful commissioning of the supplied items. Vendor will be required to furnish the documentary proof of delivery, installation and acceptance duly signed by the Purchaser's officials while claiming the payment.

3.6.2 Supplier will be entirely responsible for all applicable present and future, duties, levies, charges, license fees, GST 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 offered should strictly conform to the specifications given in the product literature and these models should be supported for a minimum period of 8 years including warranty period and post warranty maintenance. The Models proposed/ marked for withdrawal 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 at its option as per the acceptance criteria as defined in Annexure IX. 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 Acceptance Certificate**

On successful completion of acceptability test, receipt of deliverables etc. for the equipment and after the Purchaser is satisfied with the working on the system, the acceptance certificate signed by the Bidder and the representative of the Purchaser will be issued. The date on which such certificate is signed shall be deemed to be the date of acceptance of the system and the WARRANTY of the Hardware starts from that date.

### **3.10 Governing language**

3.10.1 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.

3.10.2 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.

### **3.11 Applicable laws**

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

3.11.2 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 there from.

3.11.3 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 there from and the Purchaser will give notice of any such claim or demand of liability within reasonable time to the bidder.

### **3.12 Insurance**

3.12.1 The Bidder is responsible for acquiring insurance for all components, equipment and software. The goods supplied under the Contract shall be fully insured.

3.12.2 The insurance shall be for an amount equal to 110 percent of the CIF value of the Goods delivered to the Purchaser covering “All Risks” (fire, burglary, act of terrorist, natural calamities such as Earth quake, floods etc.) valid for a period not less than 3 months after the date of delivery. **If the vendor fails to obtain insurance cover and any loss or damage occur, the vendor will have to replace the items with new ones without any cost to the purchaser.**

3.12.3 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.

3.12.4 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.

3.12.5 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.

3.12.6 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.

### **3.13 Warranty**

3.13.1 **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 Three years from the date of acceptance of the hardware. The vendor will provide support for Operating Systems and other pre-installed software components during the warranty period of the hardware on which these software & operating system will be installed. Defective hardware shall be replaced by the vendor at his own cost, including the cost of transport.

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

3.13.3 In case an equipment, peripheral or components (such as CPU, SMPS, Circuit Boards, monitors, etc.) are taken away for repairs, the vendor shall provide a similar standby equipment so that the equipments can be put to use in the absence of the originals/ replacements without disrupting the Purchaser's regular work.

3.13.4 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.

#### **3.14 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.

#### **3.15 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.

#### **3.16 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.

#### **3.17 Forfeiture of performance security**

The Purchaser shall be at liberty to set off/adjust the proceeds of the performance security towards the loss, if any, sustained due to the supplier's failure to complete its obligations under the contract. This is without prejudice to the Purchaser's right to proceed against the Supplier in the event of the security being not enough to fully cover the loss/damage.

### **3.18 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.

### **3.19 Resolution of Disputes**

3.19.1 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.

3.19.2 The Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Purchaser or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.

3.19.3 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.

3.19.4 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.

## Annexure I

### Technical Specification of Desktop PC.

#### 1. Desktop PC

Requirement: 50 (Fifty) No. (approx)

S.N.	Components	MINIMUM SPECIFICATIONS
1	Operating System	Windows 10 Pro 64 bit preloaded with media and Documentation and Certificate of Authenticity
2	Processor	Intel® Core™ i5-8500
3	Chipset	Intel Q 370 chipset
4	Bus Architecture	3 PCI (PCI/PCI Express) or more
5	Memory	8 GB 2133 MHz DDR 4 RAM with 32 GB Expandability
6	Hard Disk Drive	1 TB HDD
7	Monitor	19" TFT/LED Digital Colour Monitor TCO-05 certified or higher
8	Keyboard	104 Keys
9	Mouse	Optical with USB interface
10	Bays	4 Nos. or above
11	Ports	6 USB Ports or more (at least 2 USB with 3.0), 1. HDMI-O port 2.audio ports for microphone and head phone in front.
12	Cabinet	Mini Tower/Tower
13	DVD Writer	8x, DVD RW Drive
14	Networking facility	10/100/1000 on board integrated Network Port with remote booting facility remote system installation, remote wake up, TPM enabled 2.0 chip using any standard management software
15	Power Management	Screen Blanking, Hard Disk and System Idle Mode in Power On, Set up Password, Power supply SMPS surge protected
16	Preloaded Antivirus Software	Microsoft Security Essentials
17	Warranty	3 Years onsite

### Technical Details

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

A. Pre-Qualification

B.

Name of the Bidder			
Address of the Bidder			
Telephone	Fax	e-mail	Website
Name			
Address			
Telephone	Fax	e-mail	Website
<b>Contact details of the Person authorized to make commitment to the Purchaser</b>			
Name			
Designation			
Mobile No			
Fax No			
E-mail id			
<b>Classification</b> (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			
<b>Company Details (Registration certificate to be enclosed)</b>			
Type of Company (Govt. / PSU / Pub Ltd / Pvt Ltd / Partnership / Proprietary)			
Registration and Date of Registration			

Year of incorporation / Establishment			
Sales Tax Number (copy to be enclosed)			
Copy of up to date GST Clearance Certificate			
Income Tax Number (Copy to be enclosed)			
Financial Status of the organization (fill in the details and attach proof of the same)			
	2015-2016	2016-2017	2017-2018
Turnover (in Lakh)			
Profit before tax (in lakh)			
<b>Service Support (Refer to Annexure V)</b>			
Information to be provided strictly as per the format given in Annexure V			
References (to attach proof)			
Name of two or more buyers (with Names of contact persons, their designations, complete postal address, telephone, fax, telex and e-mail address, location of installation etc) to whom similar equipment have been supplied, installed and commissioned in the past 2 years and to whom reference may be made by this office regarding the Bidder's technical and delivery ability.			
Name & Mobile No./Contact No.	Address	Hardware supplied (Qty)	PO details

Place:

Date:

Signature with Seal

B. Technical Bid

Desktop PC

SI No	Component	Minimum Specification	Vendor's Response	Deviation (if any)
1.	<b>Desktop PC</b>			
	Operating System	Windows 10 Pro 64 bit preloaded with media and Documentation and Certificate of Authenticity		
	Processor	Intel® Core™ i5-8500		
	Chipset	Intel Q 370 chipset		
	Bus Architecture	3 PCI (PCI/PCI Express) or more		
	Memory	8 GB 2133 MHz DDR 4 RAM with 32 GB Expandability		
	Hard Disk Drive	1 TB HDD		
	Monitor	19" TFT/LED Digital Colour Monitor TCO-05 certified or higher		
	Keyboard	104 Keys		
	Mouse	Optical with USB interface		
	Bays	4 Nos. or above		
	Ports	6 USB Ports or more (at least 2 USB with 3.0), 1. HDMI-O port 2.audio ports for microphone and head phone in front.		
	Cabinet	Mini Tower/Tower		
	DVD Writer	8x, DVD RW Drive		
	Networking facility	10/100/1000 on board integrated Network Port with remote booting facility remote system installation, remote wake up, TPM enabled 2.0 chip using any standard management software		
	Power Management	Screen Blanking, Hard Disk and System Idle Mode in Power On, Set up Password, Power supply SMPS surge protected		
	Preloaded Antivirus Software	Microsoft Security Essentials		
	Warranty	3 years onsite		

Note: vendor to specify clearly his offering in vendor's response column. DO NOT SPECIFY COMPLIED, YES etc.

Place: .....

Date: .....



**Annexure III**

**Manufacturers Authorisation Form**  
[To be submitted along with Technical Bid]

Ref. No:

Date:

To  
The Deputy Accountant General (Admn),  
O/o the Principal Accountant General (A&E),  
Odisha, Bhubaneswar-751001

Sub:- Tender Notice No----- dated ----- Desktop PC

Dear Sir,

We \_\_\_\_\_ who are established and reputed manufacturers of \_\_\_\_\_ having factories at \_\_\_\_\_ and \_\_\_\_\_ do hereby authorise M/s \_\_\_\_\_ [**Name and address of vendor**] to submit a bid and sign the contract with you for the goods manufactured by us against the above RfP No \_\_\_\_\_ dated \_\_\_\_\_

We hereby extend our full guarantee and warranty as per the clauses of contract based on the terms and conditions of the RfP for the goods and services offered for supply by the above firm against the RfP.

Yours faithfully

[ \_\_\_\_\_ ]  
**Name of the manufacturer**

**Note:** This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the bidder in its bid.

**BID FORM**

[To be submitted on the letter head of the bidder along with Technical Bid]

Ref. No.

Date:

To  
The Deputy Accountant General (Admn),  
O/o the Principal Accountant General (A&E),  
Odisha, Bhubaneswar-751001

Sub:- Tender Notice No----- dated -----for Desktop PC

Dear Sir,

We, the undersigned, offer to supply and deliver equipments and services including installation and commissioning of Desktop PC in conformity with the tender.

We undertake, if our bid is accepted, to deliver the Goods in accordance with the delivery schedule specified in the Tender. If our bid is accepted, we will provide Bank guarantee in your favour for a sum equivalent to 10% of the contract price for the due performance of the contract in the format prescribed by the purchaser.

We agree to abide by this bid for the period of 120 days from the last date of submission of tender document and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with Purchaser's written acceptance thereof and the Purchaser's notification of award shall constitute a binding Contract between us.

We hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

We also undertake that in respect of licensed operating system if asked for by you in the purchase order, the same shall be supplied along with the authorised license certificate [eg., product keys on certification of authenticity in case of Microsoft Windows operating system) and also that it shall be sourced

from the authorised source (eg., authorised Microsoft channel in case of Microsoft operating system).

In case of default and we are unable to comply with above at the time of delivery or during installation for the IT hardware / software already billed, we agree to take back the hardware without demur, if already supplied and return the money if any paid to us by you in this regard.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We agree that the Purchaser will have Single Point of Contact with us, at the address stated below for the entire goods and services to be delivered by us in case our bid is accepted.

Address of Bidder for Single Point of Contact \_\_\_\_\_  
\_\_\_\_\_.

Dated \_\_\_\_\_ day of \_\_\_\_\_ 2019  
\_\_\_\_\_

(Signature in the Capacity of)

Duly Authorised to sign bid for and on behalf of

(Name & Address of Bidder \_\_\_\_\_).

**Annexure V**

**Service Support Details**

S.N	Location	Whether local support available at the location [Yes or No]	In respect of Column 3, if response is "NO", specify location from which support extended.	Address and Telephone No [for response specified in column 5]	Working Days and Hours	No of S/w Engineers	No of H/w Engineers
1	2	3	4	6	7	8	9

**Forwarding Letter**  
(To be submitted on company's letter head)

To  
The Deputy Accountant General (Admn),  
O/o the Principal Accountant General (A&E),  
Odisha, Bhubaneswar-751001

Sub: Tender for supply of Desktop PC

Dear Sir,

This is in reference to your above mentioned tender for the procurement of Desktop. 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 Principal Accountant General (A&E), Odisha, Bhubaneswar reserves the right to consider / reject any or all applications without assigning any reason thereof.

Place : .....

Date:.....

Authorised Signatory.

Name:

Designation:

**Annexure VII**

**Proforma of Indemnity**

This is to certify that M/s \_\_\_\_\_ Who have supplied \_\_\_\_\_ Desktop PC and related accessories to O/o the Principal Accountant General (A&E), Odisha, Bhubaneswar, vide order no \_\_\_\_\_ dated \_\_\_\_\_ have all required rights for the supply of the software. The software supplied by us is legal/ licensed copies.

Further, M/s \_\_\_\_\_ is willing to indemnify O/o the Principal Accountant General (A&E), Odisha, Bhubaneswar against any claims due to violation of any patents and copyrights for the software sold under licensing agreement from us. The above indemnity is limited to the software supplied by M/s \_\_\_\_\_ only.

For M/s \_\_\_\_\_

Signature with seal, name, designation and date

**Undertaking of Authenticity for Desktop PC**

With reference to the Desktop PC being quoted to you vide our quotation No.: \_\_\_\_\_ dated \_\_\_\_\_, we hereby undertake that all the components / parts / assembly / software used in Desktop PC under the above like Hard disk, Memory etc., shall be original new components / parts / assembly / software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly / software are being used or shall be used.

We also undertake that in respect of licensed operating system if asked for by you in the purchase order, the same shall be supplied along with the authorised license certificate [eg., product keys on certification of authenticity in case of Microsoft Windows operating system] and also that it shall be sourced from the authorised source (eg., authorised Microsoft channel in case of Microsoft operating system). Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with above at the time of delivery or during installation for the IT hardware / software already billed, we agree to take back the items without demur, if already supplied and return the money if any paid to us by you in this regard.

We ( *Vendor name* ) also take full responsibility of both parts & service SLA as per the content even if there is any defect by our authorised service centre / reseller / SI etc.

Place

Authorised Signatory

Date

Name

Designation

## Commercial Bid

## 1. Cost of Desktop PC

SI No.	Desktop PC - Intel Core i5-8500 (As per Annexure-I)	50	HP	DELL	LENOVO
1	Cost of Desktop PC	Each			
2	Warranty (for a period of 3 years)	-			

## 2. Optional Charges (AMC Charges)

S No	Item Description	AMC Rate as % of Hardware (commencing warranty period)	Cost after	Remarks
1	Desktop PC			

**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.

L1 will be arrived based on Net Price after buy back price of Desktop PC as mentioned in item 1

All items are with three years warranty and warranty to be back to back from OEM.

If desired, the Purchaser will enter into AMC after expiry of warranty at the rate mentioned in

Item 2.

Date  
Place  
Seal

Signature of Authorised Signatory ...  
Name of the Authorised Signatory ...  
Designation ...  
Name of the Organisation ... ..