



ODISHA RENEWABLE ENERGY DEVELOPMENT AGENCY
BHUBANESWAR

Invites E-Tender

For

Supply, Installation (Erection), Commissioning, and onsite Warranty for a period of 3 years of various types of computers and peripherals on Rate Contract and buyback old systems

Tender Call Notice- 1244/OREDA dtd 07-03-2019

S-3/59, MANCHESWAR INDUSTRIAL ESTATE, BHUBANESWAR-751010

Phone : (0674) 2585898,2581552,2580554. Fax:2586368

Website: www.oredaorissa.com,

Email: ceoreda@oredaorissa.com

CONTENTS

SI No	Items	Page
1	Disclaimer	2
2	Detail of Notice Inviting Tender	3
3	Checklist of documents to be submitted	4
4	Forwarding letter	5
5	Letter of Authorisation	6
6	Undertaking by the bidder	7
7	Scope of work	14
8	Eligibility Criteria	15
9	Instructions to Bidder	15
10	Commercial terms and conditions	18
11	Technical specification	23
12	BG format	26
13	Price bid	27

Disclaimer

Kindly Note:

1. This document is not transferable
2. Though adequate care has been taken for preparation of this document, the bidder shall satisfy himself that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any bidder on the pre bid meeting or within ten days from the date of issue of the bid document, it shall be considered that bid document is complete in all respects and has been received by the bidder.
3. The Odisha Renewable Energy Development Agency (OREDA) reserves the right to modify, amend or supplement this bid document keeping in view the necessity in implementation of the scheme.
4. While the bid document has been prepared in good faith, neither OREDA nor their employees or advisors make any representation, warranty, express or implied or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability and completeness of this bid document, even if any loss or damage is caused by any act or omission on their part.

DETAIL OF NOTICE INVITING TENDER

ODISHA RENEWABLE ENERGY DEVELOPMENT AGENCY invites sealed tenders **in two part bidding system** from OEM/ dealer/ supplier for Supply, Installation Testing, Warranty and on site maintenance for a period of 3 years of the following schedule of supply and buyback. The number may increase or decrease at the time final decision.

SN	Particulars	Qty	Estimate	EMD
Supply & installation				
1	Desk top PCUs complete as per technical spec built in OS	15	Rs.18,00,000/-	Rs.20,000/-
2	Laptop as per technical spec built in OS	10		
3	Laser jet Printer as per technical spec	15		
4	High speed Colour Laser jet printer	5		
5	High speed LAN with all accessories	set		
Buyback				
6	Buyback old desktop P-4 Desk top	10		
7	Buyback desk top P-3	5		
8	Buyback of old laptop	4		
9	Buyback of old laser jet printer	10		
10	Buyback of Wifi access point	3		

Interested prospective bidders may visit OREDA's website www.oredaorissa.com for details relating bidding process and all other terms and conditions. The bidders can view the tender documents from www.oredaorissa.com website free of cost. The authority reserves the right to accept / reject any part thereof or all the bids without assigning any reason.

Sd/

Chief Executive, OREDA

Check list of documents to be submitted along with the bid

Sl no	Particulars	Complied	Page-no / Flag
1	Bank draft for Rs.5250/- for cost of bid document	Bank No Dt	Envelope
2	Bank draft Rs.20000/- towards Earnest Money deposit.	Bank No Dt	Envelope
3	Forwarding letter & Undertaking duly signed and stamped by the bidder. Undertaking to unconditionally accept all terms and conditions of the bid document.		
4	Valid document registering the status of the bidder		
5	Copy of the PAN card of the bidder's firm		
6	Copy of the GSTN Registration		
7	Copies of Last Tax clearance certificate / returns		
8	Document of summarized turnover of 10 lakh for 3 years		
9	Proof of supply and installation of computer peripherals		
10	Document on OEM / Authorised dealer		
11	A self certificate on not debarred / black listed / default in any Govt organization.		
12	Filled in bid document duly signed and stamped at the bottom of each page except the price bid format		

Forwarding Letter
(To be submitted in the letter head of the bidder)

To,
Chief Executive
Odisha Renewable Energy Development Agency
S-59, MIE, Bhubaneswar-751010
Odisha

Subject: Submission of tender for the supply / installation of computers, peripherals and buyback of old systems

Sir,

I/We have also read the various provisions of the Tender and confirm that the same. We further declare that any additional conditions, variations, deviations, if any, found in our Tender offer shall not be given effect to. We further understand that any deficiency / illegibility in documents shall make our tender liable for rejection.

I/we submit our tender understanding fully well that

- (a) The bid and other documents submitted along with the same will be subject to verification by appropriate authorities.
- (b) OREDA reserves the right to accept or reject any application or the bid process itself without assigning any reasons thereof and shall not be held liable for any such action.
- (c) Any genuine changes made by the department in the interest of the work with respect to the technical requirement during the course of project implementation will be acceptable.

We hereby declare that all the information and statements made in this proposal are complete, true and correct and also accept that any misinterpretation contained in it may lead to our disqualification.

We hereby declare that our Tender is made in good faith and the information contained is true and correct to the best of our knowledge and belief.

Yours faithfully,

Signature of bidder

Letter of Authorization
(to be submitted in the letter head of the bidder)

To,

Chief Executive
Odisha Renewable Energy Development Agency
S-59, MIE, Bhubaneswar-751010
Odisha

Sub: Submission of tender for the supply / installation of computers, peripherals and buyback of old systems

Ref: Tender Call NoticeNo. -----/ OREDA, dtd -----.

Sir,

I/we hereby authorise Ms. /Mr. _____, Designationof our company to sign all relevant documents on behalf of the company/firm in dealing with the above tender. She / He is also authorized to attend all meetings and submit technical and commercial information as may be required by OREDA in the course of processing of the tender.

We further authorise Ms. /Mr. _____ designation..... of our company to make technical presentation on behalf of the company.

Signature of the authorise persons

1. _____
2.

Signature attested

Name and designation of the attesting officer with stamp.

Yours faithfully

Head of the organization

UNDERTAKING BY THE BIDDER

I/we here by undertake that

1. We have thoroughly read and examined the notice inviting tender and the tender document along with all its schedules, annexure etc.
2. The entire tender document has been discussed in the Board meeting and a resolution has been concurred for participation in the tender (copy enclosed)
3. The rates quoted by us are firm and final and are meant for execution of the allotted supply / installation within the time frame stipulated in the tender/supply / installation order.
4. All terms and conditions of the tender including the rates quoted by us shall remain valid for a period of minimum 6 months from the date of opening of the technical bids.
5. In case our tender is incomplete in any respect or we violate any of the prescriptions given in the tender for submission of the same OREDA shall , without prejudice to any other right or remedy , be at liberty to forfeit the earnest money deposited by us.
6. In case we fail to commence or complete the supply / installation as per the time schedules or fail to fulfill any of the terms and conditions given in the tender OREDA shall , without prejudice to any other right or remedy , be at liberty to forfeit the security deposit/EMD made by us against the award of the supply / installation.
7. I/We hereby declare that I/We shall treat the tender documents, specifications and other records connected with the supply / installation as secret/confidential and shall not communicate information derived there-from to any person other than a person to whom I/We have authorized to communicate the same or use the information in any manner prejudiced to the safety of OREDA/the State Govt.
8. I/We shall abide by all the laws prevailing at the time of the execution of the supply / installation and shall be responsible for making payments of all the taxes, duties, levies and other Govt. dues etc. to the appropriate Govt. departments.
9. The entire tender document has been discussed in the Board meeting and a resolution has been concurred for participation in the tender (copy enclosed)
10. We are not blacklisted / debarred / defaulted in any manner by any Central / State Government / Public Sector Undertaking in India.
11. In case any false documents submitted and found any time in future the firms shall be liable to be proceeded against as per prevailing laws.
12. Our GSTN registration no. is _____ and The PAN No. under the Income Tax Act is _____

10. I/We shall be responsible for the payment of the respective taxes to the appropriate authorities and should I/we fail to do so, I/we hereby authorize OREDA to recover the taxes due from us and deposit the same with the appropriate authorities on their demand.

Signature of bidder with stamp & date

ONLINE SUBMISSION OF BID

General Information

- i) Interested bidders may visit OREDA's website www.oredaorissa.com or www.tenderwizard.com/OREDAfordetails. **Tender documents can be viewed free of cost.**
- ii) Bidders who want to submit bid shall have to pay the tender cost. The tender cost is required to be paid in shape of Demand draft only, drawn in favour of **Chief Executive, OREDA payable at Bhubaneswar**. The tender cost is inclusive of VAT @ 5% and is non refundable.
- ii) The bidders shall have to submit the non-refundable tender processing fee in e-payment mode only. The processing is inclusive of service tax.

(NOTE: For tender processing fee to K.S.E.D.C. Ltd. Bangalore, the bidder can use various modes of e-payment facility available through Tender wizard Portal, i.e. by Credit Card, Debit Card, Net Banking).

- iv) The bidders shall have to scan the Demand Draft / Bank guarantee towards **EMD, Tender Cost, Signed copy of** unconditional acceptance of all terms and conditions of the tender, **Signed copy of** Confirmation to Technical Specifications and all **other documents as required in the tender** and upload the same in the prescribed form in .pdf or .jpg format in addition to sending the originals.
- v) The bidders are advised to register their user / farmer ID, Password, company ID on website www.tenderwizard.com/OREDA by clicking on hyper link "**RegisterMe**".
- vi) Any clarifications regarding the scope of work and technical features of the project can be had from the undersigned during office hours

NB: All subsequent addendum/Corrigendum to the tender shall be hoisted in OREDA's official web site www.oredaorissa.com and www.tenderwizard.com/OREDAonly.

For and on behalf of OREDA

• **MODE OF SUBMISSION OF BID:-**

- The bidder shall submit the bid in Electronic Mode only i.e. in www.tenderwizard.com/OREDA portal. The bidder must ensure that the bids are received in the specified website of the OREDA by the date and time indicated in the Tender notice.
- Bid submitted by telex/telegram will not be accepted.
- The OREDA reserves the right to reject any bid, which is not submitted in electronic mode and according to the instruction, stipulated above.

(A-1) PARTICIPATION IN e-TENDER:-

ACQUISITION OF DIGITAL SIGNATURE CERTIFICATE

- i) For all the user / farmers it is mandatory to procure the Digital Signatures of Class III only.
- ii) Contractors / Vendors / Bidders / Suppliers are requested to follow the following steps for registration.

(A-2) REGISTRATION IN TENDER WIZARD PORTAL

- i) Log in www.tenderwizard.com/OREDA Click "Register", fill the online registration Form.
- ii) Payment shall be made to KSEDCL, Bangalore for vendor registration in tender wizard portal in e-payment mode only.
- iii) As soon as the verification is done the e-tender user / farmer ID will be enabled/provided.

(A-3) ON-LINE REQUEST FOR e-TENDER DOCUMENTS.

After viewing Tender Notification in www.tenderwizard.com/OREDA if bidder intends to participate in tender, he has to use his e-tendering User / farmer ID and Password which has been received after registration and acquisition of DSCs (Digital signature certificate). If any Bidder wants to participate in the tender he has to follow the instructions given below.

1. Insert the PKI (which consists of your Digital Signature Certificate) in your System.

(Note: Make sure that necessary software of PKI be installed in your system)

2. Click/Double Click to open the Microsoft Internet Explorer
3. (This icon will be located on the Desktop of the computer).
4. Go to Start > Programs > Internet Explorer. Type www.tenderwizard.com/OREDA in the address bar, to access the Login Screen.
5. Enter e-tender User / farmer Id and Password, click on "Go". Click on "Click here to login" for selecting the Digital Signature Certificate. Select the Certificate and enter DSC Password. Re-enter the e-Procurement User / farmer Id Password
6. Click "Un Applied" to view / apply for new tenders.
7. Click on Request icon for online request. After making the request, bidder has to pay the requisite tender processing fee (as indicated in tender notice) through **e-payment** facility only available in the portal. Bidders will receive the Tender Documents which can be checked and downloaded by following the below steps.

8. Click to view the tender documents which are received by the user / farmer. Tender document screen appears.
9. Click "Click here to download" to download the documents.

NOTE: For vendor registration and payment of tender processing fee to KESDCL, the bidder can use various modes of e-payment facility available through Tender wizard Portal, i.e. by Credit Card, Debit Card, Net Banking.

(B) ONLINE SUBMISSION OF BID

The bidders shall have to scan the Demand Draft / Bank guarantee towards **EMD , Tender Cost**

, **signed copy** of "unconditional acceptance of all terms and conditions of the tender", Signed copy of "confirmation to technical specification" and **other documents** as required for the tender and **upload** the same in the prescribed form in .pdf or .jpg format in addition to sending the original **except bid sheets (.xls)** prior to last date and time of receipt of bids as specified in tender Notice. Tender processing fees is mandatory & to be paid on **e-payment** mode as stated elsewhere in the document. The attachments should be properly renamed before uploading.

(B-1) PROPER FILLING UP OF THE PRICE SCHEDULE:

The bidders should fill up the Techno commercial and price schedule properly in the bid sheets provided in .xls format and upload the same without changing the filename. The tender may be rejected if the schedule of price is submitted in incomplete form.

NB: The bid sheets (.xls file) shall be uploaded in www.tenderwizard.com/OREDAportal, prior to online closing of the tender. By no other means (except online) price bid shall be accepted for evaluation of tender.

- i. After completing all the formalities, Bidders will have to submit the tender as specified in NIT and must take care of all instructions. Prior to submission, verify whether all the required documents have been attached and uploaded to the particular tender or not.

Note down / take a print of bid control number once it displayed on the screen

- ii. Tender Opening event can be viewed online.
- iii. Competitor's bid sheets are available in the website for all participated bidders.

For any assistant, Contact:

E-Tendering help desk number: 080-

40482000/121/133/140 (Bangalore) OREDA Help Desk-

09776823641/09937140591

(C) DEAD LINE FOR SUBMISSION OF BIDS

- i) Soft copy of the bid shall be uploaded through the portal www.tenderwizard.com/OREDA on or **before the online submission time and date as stipulated in the bidding document.**

DD towards Tender cost, DD/BG towards Bid Security, tender processing fee acknowledgement & a set of all uploaded documents including uploaded Techno-commercial Bid must be received by OREDA at the address specified not later than the time and date stated in the tender notification.

- ii) In the event of the specified date for the submission of bids being declared a holiday for OREDA, the bids will be received on the next working day as per the time indicated in tender notification.
- iii) OREDA may, at its discretion, extend this deadline for submission of bids by amending the Bidding Documents in accordance with Instruction to Bidders for the reasons specified therein at any time prior to opening of, in which case all rights and obligations of Employer and bidders will thereafter be subject to the deadline as extended.

(D) LATE BIDS

- i) Soft copy of the bid will not be uploaded on the portal after expiry of submission time and the bidder shall not be permitted to submit the same by any other mode. In such case, even if the bidder has submitted the specific documents in hard copy in original (viz., bid security, tender cost & any other document) within the stipulated deadline, its bid shall be considered as late bid. The hard copy submitted [specific documents (viz., bid security, tender cost.)] shall be returned unopened to the bidder.
- i) Hard copy of the bid security i.e EMD in shape of DD/BG if received by OREDA after the last date for submission of the bid the same will be considered as late bid even if the bidder has uploaded the soft copy of the bid within the stipulated deadline. In such a case, the soft part of the bid uploaded on the portal shall be sent unopened to "Archive" and shall not be considered at all any further.

(E) MODIFICATION AND WITHDRAWAL OF BIDS:-

- i) Bidder may modify or withdraw their bids through the relevant provisions on the portal www.tenderwizard.com/OREDA up to due date and time of submission of bid indicated in tender notification
- ii) The Bidders may modify and resubmit their bids as per the provisions given in the portal.

- iii) Bidders may withdraw their bids through the relevant provisions of mentioned in the portal.
- iv) **No bid shall be modified/ withdrawn after the dead line for submission of bids. Withdrawal/modification of bid before the expiry of bid validity shall result forfeiture of Bidder's bidsecurity.**

SUBMISSION OF HARD COPIES OF THE BIDS AND SEALING AND MARKING:-

(A) HardcopiesofthefollowingitemsshouldonlybesubmittedtoOREDA

All the papers of bid documents as per the check list except the price bid duly signed & should be uploaded in e-tender portal. Hard copy (i.e EMD, Tender cost & signed e-tender document) shall be submitted OREDA office at S-57, Mancheswar Industrial Estate, Bhubaneswar 751010 before tender closing date and time. Submission of any documents other than the asked documents can't be received at any cost. This may lead to the rejection of bid.

(B) Technicalbid:

The Electronic Form/Template of the bid for the Techno–Commercial bid, as available on the portal, shall be duly filled and scanned copies of documents in supportofmeetingtheminimumqualifyingrequirementofthetendershallbegiven asattachments.

(C) Financialbid:

The Electronic Form/Template of the Price bid (as available on the portal) shall be duly filled in.

Any condition in regards to financial aspects, payments, terms of rebate etc beyond the prescribed financial terms of OREDA will make the bid invalid.

Therefore it is in the interest of the bidders not to write anything extra in the Price Bid except price.

ACCEPTANCE/REJECTION:

OREDA reserves the right to accept / reject any or all Tenders without assigning any reason thereof and alter the quantity of materials mentioned in the Tender documents at the time of placing purchase orders. Tender will be summarily rejected if:

- i) Bid security is not deposited either in shape of Bank Draft in favor of OREDA payable at Bhubaneswar or in BankGuarantee.

Note: Bid security against previous Tenders, if any, will not be adjusted

towards Bid security against this Tender.

- ii) Complete Technical details are not enclosed.
- iii) Tender is received after the last date for what-so-ever reasons.

PROCEDURE FOR OPENING THE BIDS:

The procedure of opening of the bid shall be as under

- The TECHNICAL BID shall be opened at the time & date mentioned in the bid notice by OREDA in the presence of bidders, who choose to be present. If necessary, the firms may be called for Technical Presentation the schedule for which will be intimated by OREDA.
- The Price bid shall be opened after evaluation of technical suitability of the offers. The date for opening of Price bid shall be communicated subsequently. The Price Bid of only those bidders shall be opened who qualify in the technical bid.

****Contactors/Vendors are advised to upload their tender documents well in advance to avoid last minutes disappointed***

1. SCOPE OF WORKS

- 1.1 The broad scope of the supply / installation of computers, peripherals of reputed make as per technical specification in annexure-A and 3 years onsite warranty for all the tender quantity.
- 1.2 The bidder should supply the computers systems as per technical specification and open MS Office 2010
- 1.3. Standard Indic Licenses etc to the office.
- 1.4. The bidder should carry out the required configuration of the O.S and open MS
- 1.5. Office 2016 Standard Indic Licenses software in the Desktop computers supplied.
- 1.6. The above should be demonstrated to the designated Official, in the office of The location specified to the Purchase Order.
- 1.7. Buy back of old computer peripherals as is where condition is.

2. ELIGIBILITY CRITERIA

In order to be eligible to participate in the tender, the bidder must fulfill the following eligibility criteria. Any discrepancy or deviation from the same shall make the bidder ineligible for participating in the tender and such tender documents shall be rejected.

- a) The bidder must be a company registered under the Indian Companies Act 1956 or a firm registered under GST.
- b) The bidders must have all tax clearance certificates and GST Certificate.
- c) Should be Original Equipment Manufacturers (OEM) / Authorised Dealer / Distributor of OEM.
- d) Bidders quoting as Authorised Distributors /dealers of the manufacturer will be considered provided:
 - i. The Bidder furnishes Authorisation from the Manufacturer of Computer Hardware [desktop PCs],
 - ii. The Bidder as Authorised agent of OEM, has supplied installed and commissioned computer hardware and peripherals of the kind required and has provided after sales service satisfactorily and such computer hardware and peripherals must be in satisfactory operation for at least 3 years on the date of Bid opening. The certificate from Govt / PSU/ reputed Corporate Office to be attached.
 - iii. Should be in existence in core Computer hardware sales and services business for the last three (3) years and shall have average annual turnover of Rs 10.00 lakh for last 3 years in Govt / PSU sector. In case of Bidder not himself the manufacturer, the turnover should be of its own and not that of the principal. A certificate from registered Chartered Accountant is to be attached.
- e) The bidder must not have been black listed, debarred by any agency during the period of tender.

3. INSTRUCTIONS TO BIDDERS

Intending bidders are requested to carefully study the instructions contained hereunder before preparing their bid documents for submission.

- a) A Bidder shall submit a single offer-bid only. The bidders shall be responsible for properly uploading the relevant documents in the tender portal in the specified location and Tender Inviting Authority shall not be held liable for errors or omissions done while uploading the online bid.
- b) Bidders must submit their bids for all items as stated in this bid document above.
- c) Bids must be submitted in English language only.
- d) Incomplete, telegraphic or conditional bids shall not be accepted.
- e) Prices quoted must be firm and fixed. No price variation / escalation shall be allowed during process of completion of the supply.

- f) The bidders must sign at the bottom of each page of the bid documents at the time of submission in token of unconditional acceptance of the departmental terms and conditions, technical specifications etc.
- g) Valid GSTN / tax return submission document duly attested must be submitted along with the bid. All rules and circulars of Finance Department, Govt of Odisha issued from time to time will be applicable during project period from issue of tender to the completion of 3 years CMC period.
- h) Deviations in terms and conditions, Specification of material, Inspection clause etc. will not be accepted under any condition.
- i) The bidder shall submit copies of documents defining the constitution or legal status, place of registration and principle place of business of company or firm.
- j) The bidder shall furnish a brief write up backed with adequate data, explaining capacity and experience (both technical and commercial) for the manufacture and supply of the required systems, equipments within the specified time of completion after meeting all their commitments.
- k) Earnest money as specified in bid may be deposited in cash at OREDA cash counter or in shape of Demand Draft drawn in favour of Chief Executive, OREDA payable at Bhubaneswar from any nationalized bank. Bids without E.M.D will not be accepted unless exempt.
- l) The bidders are required to furnish their offers in the price bid both in words and figure.
- m) Since timely execution of supply / installations is of paramount importance, requests for extension of time shall not be ordinarily entertained.
- n) Canvassing in any manner shall not be entertained and will be viewed seriously leading to rejection of the bid.
- o) Power of attorney to sign the agreement on behalf of bidders & partnership deed articles, if any, should be enclosed along with original bid documents.
- p) Notice inviting Tender, bid documents, prescribed Technical bid, price bid, terms & conditions will form the part of the tender.
- q) All pages of the bid documents must be signed & sealed by the authorized person on behalf of the bidders.
- r) Bids will be accepted & will be opened as per information mentioned in the notice-inviting tender. No receipt against submission of bid shall be issued by OREDA.
- s) A pre bid meeting will be convened on 16.3.19 in the conference hall of OREDA. After discussion, deliberation and written statement / suggestions of the

representative, the final tender document revised and approved by the technical committee will be uploaded on the website replacing the previous one. Submission of document shall start thereafter.

- t) Any clarification on the technical specification and commercial terms and conditions may be clarified in writing from OREDA.
- u) Deviation of any commercial terms and condition and technical specification shall not be entertained under any circumstances
- v) All the bidders shall essentially indicate the break-up of prices as shown in Price bid. The cost of the old buyback materials may be quoted on the basis of physical assessment only.
- w) If qualified, the bidder must open a local office at Bhubaneswar before commencement of the supply / installation for coordination of all jobs and service. The facility must have proper mailing address with contact person detail from time to time for all documents.

3.1 Opening of the bids:

The procedure of opening of the bid shall be as under

1. The date of opening of the technical bid is only published in advanced. The date of opening of the price bid will be decided after verification of those bidders who qualify in the technical bid evaluation and will be informed in advance.
2. The opening of the technical bid and the price bid shall be done by the Chief Executive / or his authorised representative as per bid schedule. In the event of the specified date for opening of the bids being declared holiday, the bid shall be opened at the appointed time and venue on the next working day.
3. In the event of the bid and claims in the documents are materially missing or of substantial error or want of required qualifications, shall stand disqualified and rejected.

3.2 Evaluation of Bids

1. The documents submitted as technical bids shall be scrutinized by a bid evaluation committee duly appointed based on all qualification criteria.
2. The bid evaluation committee may also verify the veracity of claims in respect of the known performances of the items offered, the experience and reputation of bidder in the field.
3. The decisions of the bid evaluation committee is final on whether the bidders are responsive or non responsive as per the eligibility criteria set.
4. The verification of the items shall be conducted by the Technical Committee in which the external experts from the user institutions / funding agency, whenever necessary.
5. The decision of the technical committee will be intimated to the qualified bidders

3.3 Price bid opening

- i) The opening of the price bid of the technically qualified bidders shall be done online by the Tender Inviting Authority or the authorized representative and only the price bids in the proper format of the those firms qualified in the evaluation of the technical bids shall be opened.
- ii) The lowest rate quoted in proper format complete in all respect the will be accepted.

Acceptance/ Rejection of the bid documents:

Chief Executive, OREDA reserves the right to reject or accept any bid or annul the bidding process at any time prior to award of contract, without having prejudice of incurring any liability to the affected bidders or any obligation to inform the bidders

Sd/

Chief Executive

I/we have carefully read & understood the above terms & conditions of the bid & agree to abide by them.

Signature and Seal of bidder

4. COMMERCIAL TERMS & CONDITIONS

The Chief Executive, OREDA shall award the contract to the successful bidders whose bids shall be qualified after evaluation in terms of the responsiveness and lowest rate determined on the basis of price bids.

4.1 Rate:

The offer should indicate the unit cost of the system, Installation taxes & duties separately (Annexure C). The unit cost must be inclusive of packing, forwarding, loading & unloading charges, cost of insurance and transportation FOR destination for all items.

4.2 Tax & Duties etc.:

All statutory deductions at source applicable for the period of the project shall be effected.

4.3. Earnest Money Deposit:

4.3.1 Earnest money deposit Rs. 20,000/- as specified in the Table above is required to be deposited along with the bid without which the bid will not be accepted. No interest will be payable for the EMD amount under any circumstances.

4.3.2 Earnest money shall be submitted in shape of a Demand Draft in favour of Chief Executive, OREDA or BG valid for 120 days (Annexure-D) from any Nationalized Bank Payable at Bhubaneswar and the proof of deposits should be attached to the bid. E.M.D would be refunded to the unsuccessful Bidders after finalization of the bid without any interest.

4.3.3 E. M. D would be forfeited in case of non- compliance of the purchase order by the successful bidders. **EMD submitted shall be returned to successful bidders only after Security cum Performance Bank Guarantee as work award is deposited.**

4.3.4 In case of claim for exemption from deposit of Earnest money sufficient proof in support of claim for exemption of EMD as prescribed in Govt. of India Notification is to be attached with the bid.

4.4 Security Deposit/ Performance Guarantee Fees:

The successful bidders must deposit a **bank guarantee** (Annexure-B) of 10% of order value towards Security cum Performance Guarantee fees with the Chief Executive, OREDA, Bhubaneswar from the date of supply, installation and commissioning till the completion of respective on-site warranty period of the composite system.

The said deposit would be forfeited or BG invoked in part or full depending upon the significance of the performance or deficiency of services, if the supplies are not made and performances are not as per the Terms & Conditions of the purchase order. Every year the validity shall lapse with Warranty period discharged of the systems after commissioning of each system, subject to satisfactory execution / performance of the systems.

4.5 Supply Schedule:

The programme of execution of the supply, installation and commissioning shall be carried out as per the schedule given in the supply / installation order subject to issue documents by the respective Nodal Officer / Authorised Officer in phased manner.

Execution of supply / installation shall be carried out in an approved manner as outlined in the technical specification(Annexure-B) or where not outlined, in accordance with the relevant Indian Standard Specification, to the reasonable satisfaction of the Authorized OREDA Office.

4.6 Validity of offer:

The price bid offer (Annexure-C) must be kept valid minimum for a period of 6 months from the date of opening of the technical bid. No escalation clause except the admissible tax component under the period of consideration would be accepted, if any. The validity can be mutually extended for a suitable period, if situation demands, with all terms and conditions as per the tender..

4.7 Tax return:

The bidders must submit attested copy of valid up to date tax clearance / tax return certificate along with the bid. The bid would not be considered without this document.

The original certificate would be produced at the time of opening of the bid, or, before issue of purchase order, if required.

4.8 Warranty:

The Supplier warrants that the Goods(as per the test report issued by authorized test centre) supplied under this Contract are new, unused, of the most recent or current

models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in conditions prevailing in the country of final destination.

The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall repair or replace the defective Goods or parts thereof, without cost to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from the port of entry to the final destination.

If the Supplier, having been notified, fails to remedy the defect(s), the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

4.9 Penalty and termination of contract:

The systems shall be supplied, installed and commissioned within the scheduled time as mentioned in the supply / installation order. If the supplier fails to adhere to the schedule, OREDA shall without prejudice to its other remedies under the contract deduct from the contract price as liquidated damages a sum equivalent to 1% of the delivery price of the delayed goods or unperformed services for each week of delay until actual delivery or installation/commissioning up to a maximum deduction of 5% of the contract price for delayed goods or installation and commissioning. Once the maximum is reached (i.e 5 weeks of delay) OREDA may consider termination of the contract and forfeit the security deposit without prejudice to the other remedies of the contract.

If at any time during the performance of the Contract, the Supplier or its suble executants(s) should encounter conditions impeding timely delivery of the Goods and performance of the Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

A delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of liquidated damages pursuant, unless an extension of time is agreed upon without the application of liquidated damages.

4.10 Termination for Default

The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or in part:

- 4.10.1 if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof

- 4.10.2 granted by the Purchaser; or if the Supplier fails to perform any other obligation(s) under the Contract.
- 4.10.3 If the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

For the purpose of this clause:

“Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the borrower, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the borrower of the benefits of free and open competition.

In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

4.11 Inspection:

The inspections shall be made at the place of delivery. Officers authorized by OREDA shall be entitled at all reasonable time to inspect and supervise and test during erection and commissioning. Such inspection will not relieve the executing firm of their obligation in the contract.

4.12 Payment:

Payment shall be made after the supply and submission of bills and other proof of documents as per supply order which will be subject to satisfactory supply as per technical specification (Anneuxure-B). Personnel In Charge will certify the quality and quantity of the items supplied/ work done as per specifications and recommend accordingly the extent of payment.

4.13 Allocation of award & Execution:

In case L1 rate being quoted by more than one bidder, the work to be executed shall be equally divided among them.

In case L1 bidder fails to execute the work adhering to conditions of the work order, L2, L3(in that order) may be asked to execute the work if they match the L1 rate.

4.15 Limitation of Liability:

OREDA, will, in no case be responsible for any accident fatal or non-fatal, caused to any worker or outsider in course of transport or execution of supply / installation. All safety measures as per prevailing norms should be adopted. All the expenditure including treatment or compensation will be entirely borne by the Executants as per

statutory Govt policies. The Executants shall also be responsible for any claims of the workers including PF, Gratuity, ESI & other legal obligations.

4.16 Force Majeure:

In no event shall either Party have any liability for failure to comply with this Agreement, if such failure results directly from the occurrence of any contingency beyond the reasonable control of the Party, including, without limitation, strike or other labor disturbance, riot, major power failure, war, natural calamities including but not limited to floods, earthquakes, fire, volcanic eruptions, epidemics, National Emergency, interference by any government or governmental agency, embargo, seizure, or enactment or abolition of any law, statute, ordinance, rule, or regulation (each a " Force Majeure Event"). In the event that either Party is unable to perform any of its obligations under this Agreement because of a Force Majeure Event, the Party who has been so affected shall as soon as may be, after coming to know of the Force Majeure Event, inform the other Party and shall take reasonable steps to resume performance as soon as may be after the cessation of the Force Majeure Event. If the period of nonperformance due to a Force Majeure Event exceeds thirty (30) days, the Party whose ability to perform has been so affected may, by giving written notice, terminate this Agreement.

4.17 Dispute:

For adjudication of any dispute between OREDA and the bidders arising in this case, reference can be made to any Law courts under the jurisdiction of Odisha High court only. The Chief Executive, OREDA reserves the right to accept or reject any or all bids without assigning any reason thereof.

Sd/

Chief Executive

I/We have carefully read and understood the above terms and conditions of the bid and agree to abide by them.

Signature of the bidder with seal

TECHNICAL SPECIFICATIONS

SI No	Category	Technical Specifications	
		Make	HP/Lenovo/Acer/Dell/ reputed
1	Desktop PC	Type of PC	All in One PC
		Processors	Intel® Core™ i3-7100U Processor or better
		No of Processors	1
		Memory	4GB DDR4 RAM or better
		Hard Drives	1TB HDD 7200 rpm or better
		Drive Bays	4 or more
		Optical Drive	Ultra Slim DVD combo Drive
		Graphics	Supports HD Graphic
		Network Interfaces	Integrated 10/100/1000 GbE LAN
		Wireless and Bluetooth	802.11a/b/g/n (1x1) and Bluetooth® 4.0 combo
		Operating System	Windows 10 Home 64 or better
		IO Devices	2 USB 2.0; 2 USB 3.0
		Display / Monitor	21.5inch diagonal FHD or better
		Keyboard and Mouse	Wireless Keyboard and Mouse
	Warranty	3 Years or more on site	
2	Laptop	Make	HP/Lenovo/Acer/Dell
		Type	Laptop
		Processors	Intel® Core™ i5-7200U Processor or better
		No of Processors	1
		Memory	8 GB DDR4 SDRAM or better
		Hard Drives	1TB HDD 5400 rpm or better
		Optical Drive	Super Multi DVD burner
		Graphics	2 GB DDR3 dedicated HD or better
		Network Interfaces	Integrated 10/100 BASE-T Ethernet LAN
		Wireless and Bluetooth	802.11a/b/g/n (1x1) and Bluetooth® 4.0 combo or better
		Operating System	Windows 10 Home 64 or better
		IO Devices	1 HDMI; 1 headphone/microphone combo; 2 USB 3.0
		Display / Monitor	15.6 inch diagonal FHD or better
		Keyboard	Full-size island-style backlit keyboard with numeric

			keypad
		Pointing device	multi-touch gesture support
		Webcam	HD Camera
		Expansion slots	1 multi-format SD media card reader
		Battery	41 Wh Li-ion or better
		Warranty	3 Years or more on site
3	LaserJet Mono Printer	Make	HP/Cannon/Xerox/Epson
		Type	Mono Laser Printer
		Duty cycle	Up to 5000 pages
		PAPER HANDLING	A4, Letter
		Processor	266Mhz or more
		Speed	18 or more
		Warranty	1 Years or more on site
Minimum system requirements	Windows 8, Windows 7 (32-bit/64-bit): 1 GB RAM; Windows Vista (32-bit/64-bit), Windows XP, Windows Server 2008 (32-bit/64-bit), Windows Server 2003: 512 MB RAM; all systems: 350 MB free hard disk space, CD-ROM drive, USB port		
4	LaserJet Color Printer	Make	HP/Cannon/Xerox/Epson
		Type	Mono Laser Printer
		Duty cycle	Up to 15000 pages
		PAPER HANDLING	A4, Letter
		Processor	264 Mhz or more
		Speed	16 or more
		Warranty	1 Years or more on site
Minimum system requirements	Windows 8, Windows 7 (32-bit/64-bit): 1 GB RAM; Windows Vista (32-bit/64-bit), Windows XP, Windows Server 2008 (32-bit/64-bit), Windows Server 2003: 512 MB RAM; all systems: 350 MB free hard disk space, CD-ROM drive, USB port		
5	High speed Wifi access point	Make	HP/Dlink/Cisco/TpLink/Digisol
		Band	Dual Band Ceiling mounted 2.4GHz 300Mbps + 5GHz 300Mbps
		Data & power in	1 Gigabit Ethernet Port 802.3af PoE
		Security	Software Controller, Enterprise Class Wi-Fi Security
		Warranty	1 Years or more on site
6	48 port gigabit Ethernet Switch	Make	HP/Dlink /Cisco /TpLink/ Digisol
		Type	Unmanaged
		Ports	48 10/100/1000BASE-T Auto-negotiating, Auto-MDI/MDI-X ports
		Warranty	1 Years or more on site

7	4 U mounting RACK with Patch panel and cable manager	Dimension	55 x 40 x 23 cm
		Max Load	60KG
		Type	Convenient and quick wall mounting, Cable entry on Top & Bottom cover Welded Frame, Reliable structure, Material SPCC Quality Cold Rolled Sheet Front Toughened Glass Door, Turning angle of front door over 180°, Powder coating frame RAL 7035 door RAL 7016
		Other Accessories	Patch Panel, Cable Manager
		Warranty	1 Years or more on site

Model Bank Guarantee Format for Performance Security

[Ref Para 22(i1)]

To

WHEREAS----- (name and address of the supplier) (hereinafter called "the supplier") has undertaken. in pursuance of contract no----- dated----- to supply -----(description of goods and services) (herein after called "the contract")'

AND WHEREAS it has been -stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein, as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we, are guarantors and responsible to you on behalf of the supplier. up to a total of ----- .(Amount of the guarantee in words and figures). and we undertake to pay you. Upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid. without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your- demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other 'modification of the terms of the contract to be performed there under or of any of the contract documents --which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change. Addition or modification.

This guarantee shall be valid until the day of-----20----- .

Our branch at * (Name & Address of the ____ * branch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our----- * branch a written claim or demand and received by us at our ____ * branch on or before Dt.-----otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

(Signature of the authorized officer of the Bank)
Name and designation of the officer
Seal. name & address of the Bank and address of the Branch

Price Bid**Cost of Computer and Peripherals as per technical specification and buyback**

SN	Particulars	Qty	Unit cost with all taxes Rs.	Total Cost with all taxes
1	Desk top PCUs complete as per technical spec	15		
2	Laptop as per technical spec	5		
3	Laser jet Printer as per technical spec	15		
4	High speed Colour Laser jet printer as per technical spec	5		
5	High speed Wifi access point as per technical spec	4		
6	48 port gigabit Ethernet Switch			
7	4 U mounting RACK with Patch panel and cable manager			
	Total cost (I)			
1	Buyback price for old P-4 Desk top	10		
2	Buyback price P-3	5		
3	Old laptop	4		
4	Old Wifi access point	3		
	Total buyback price(II)			
	Net price(I-II)			

Date

Signature and Seal of the bidder