

केंद्रीय विद्युत प्राधिकरण

CENTRAL ELECTRICITY AUTHORITY

केंद्रीय विद्युत प्राधिकरण, नई दिल्ली में
एम.एस. ऑफिस सहित लैपटॉप कम्प्यूटरों की
आपूर्ति एवं स्थापना हेतु ई-निविदा
e-Tender for
Supply & Installation of Laptop
Computers with MS Office in
Central Electricity Authority, New Delhi

सं.: के.वि.प्रा./प्र.मु.अ-1/सू.प्रौ./प्लान/यूआईटीआई/2016/1666 दि.:10.10.2017

No. CEA/PCE-I/IT/PLAN/UITI/2016/1666

Dated:10.10.2017

NOTICE INVITING TENDER (NIT)/ ई-निविदा हेतु सूचना

Central Electricity Authority invites online bids from eligible bidders for supply & installation of 43 Nos. of **Laptop Computers with Microsoft Office software** in Central Electricity Authority, New Delhi

IMPORTANT INFORMATION/ आवश्यक सूचना

Tender publishing date & time: निविदा प्रकाशन तिथि एवं समय:	12.10.2017, 1:00 PM
Bid submission start date & time: बिड प्रविष्टि की आरंभ तिथि एवं समय:	12.10.2017, 1:30 PM
Tender documents to be downloaded from: निविदा दस्तावेज डाउनलोड करने हेतु:	http://eprocure.gov.in/eprocure/app
Tender clarification closing date & time: निविदा स्पष्टीकरण समापन तिथि एवं समय:	23.10.2017, 5:00 PM
Bid submission closing date & time: बिड प्रस्तुति की समापन तिथि एवं समय:	03.11.2017, 11:00 AM
Technical Bid opening date and time: तकनीकी बिड खोलने की तिथि एवं समय:	06.11.2017, 11:30 AM
Contact Details: सम्पर्क विवरण:	Director (IT) Central Electricity Authority, SewaBhawan, R. K. Puram, Sector-I, New Delhi – 110066. Phone: 011-26732322/26732384 Email: itcea@nic.in Website: www.cea.nic.in

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1. INSTRUCTIONS TO BIDDERS

1.1. BIDDING PROCESS

- 1.1.1. The Bidder shall submit the bids electronically, through the e-procurement system (<http://eprocure.gov.in/eprocure/app>). Any document submitted through any other means will not be considered as part of the Bid except for the Originals as asked for in this tender.
- 1.1.2. This tendering process shall follow two-part bidding. Bid shall be submitted in two parts, Technical Bid and Price Bid.
- 1.1.3. In the first stage, only Technical Bid will be opened online and evaluated.
- 1.1.4. The Bid shall be considered responsive provided it meets all the requirements under this tender document including minimum Technical Specifications stipulated in Section 4 of tender document.
- 1.1.5. In the second stage, Price Bids of only those bidders, whose bid are found responsive, will be opened. Date of opening of Price Bids would be notified separately.

1.2. INSTRUCTION FOR ONLINE BIDDING PROCESS

- 1.2.1. The Bidders are required to submit soft copies of their bid electronically on the CPP (*Central Public Procurement*) Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Bidders for registering on the CPP Portal, preparing bids in accordance with the requirements and submitting bids online on the CPP Portal.
- 1.2.2. More information useful for submitting online bids on the CPP Portal may be obtained at: <http://eprocure.gov.in/eprocure/app>.
- 1.2.3. REGISTRATION
 - 1.2.3.1. Bidders are required to enroll on the e-Procurement module of the CPP Portal (URL: <http://eprocure.gov.in/eprocure/app>) by clicking on the link "Online Bidder Enrollment", which is free of charge.
 - 1.2.3.2. As part of the enrolment process, Bidders will be required to choose a unique username and assign a password for their accounts.
 - 1.2.3.3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
 - 1.2.3.4. Upon enrolment, Bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with

signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

1.2.3.5. Only one valid DSC should be registered by a Bidder. Bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

1.2.3.6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

1.2.4. SEARCHING FOR TENDER DOCUMENTS

1.2.4.1. There are various search options built in the CPP Portal, to facilitate Bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the Bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

1.2.4.2. Once Bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the Bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

1.2.4.3. The Bidder shall make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

1.2.5. PREPARATION OF BIDS

1.2.5.1. Bidder shall take into account any corrigendum published on the tender document before submitting their bids.

1.2.5.2. Bidder shall carefully go through the tender advertisement and the tender document for proper understanding of requirements and the documents required to be submitted as part of the bid. Bidder shall note the number of covers in which bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of bid.

1.2.5.3. Bidder, in advance, shall prepare bid documents for submission as per the requirements of tender document. Bid documents can be in PDF / XLS / RAR / DWF / JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in

reducing size of the scanned document.

- 1.2.5.4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the Bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

1.2.6. SUBMISSION OF BID

- 1.2.6.1. Bidder shall log into the site (*CPP Portal*) well in advance for bid submission so that they can upload the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 1.2.6.2. Bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 1.2.6.3. Bidder has to select the payment option as “offline” to pay the Bid Security as applicable and enter details of the instrument. **The original document in respect of Bid Security or the copy of documentary proof for waiver of Bid Security shall be physically submitted (by post/courier/in person) in a sealed envelope to the office of Director(IT), Central Electricity Authority, 3rd Floor (North), Sewa Bhawan, R.K.Puram, Sector-I, New Delhi-66 before due date & time for bids opening.**
- 1.2.6.4. Bidder shall prepare the Bid Security as per the instructions specified in the tender document. The details of the Bank Guarantee, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 1.2.6.5. Bidders shall submit their financial bids in the format provided for this tender through CPP Portal and no other format is acceptable. Bidders are required to download the Price Bid (BoQ) file, open it and fill the coloured (unprotected) cells with their respective financial quotes and other details (such as name of the Bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the Bidder, the bid will be rejected.

- 1.2.6.6. The server time (*which is displayed on the bidders' dashboard*) will be considered as the standard time for referencing the deadlines for submission of the bids by the Bidders, opening of bids etc. Bidders should follow this time during bid submission.
- 1.2.6.7. All the documents being submitted by the Bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 1.2.6.8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 1.2.6.9. Upon the successful and timely submission of bids (i.e., after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 1.2.6.10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

1.2.7. ASSISTANCE TO BIDDERS

- 1.2.7.1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the concerned official indicated in the tender document.
- 1.2.7.2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk 0120-4200462, 0120-4001002, 0120-4001005.

1.3. BIDDING DOCUMENT

1.3.1. The Bidder is expected to examine all instructions, forms, terms & conditions, eligibility criteria and technical requirements of the tender document. Failure to furnish any information required in the bid shall be treated as non-responsive and may result in the rejection of the bid.

1.4. BID VALIDITY PERIOD

1.4.1. The bid shall remain valid for a period of at least One Hundred Twenty (120) days from the last date for bids submission.

1.5. BID SECURITY

1.5.1. The Bidder shall deposit Bid Security of Rs. 1,00,000 (Rupees One Lakh only) in the form of Bank Guarantee from any Nationalized/Scheduled Bank (*as per Clause 6.3 of tender document*), valid for at least One Hundred Sixty five (165) days from the last date for bids submission.

1.5.2. The Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by the 'Department of Micro Small and Medium Enterprises' (MSME) or the bidders registered with the Central Purchase Organization or the concerned Ministry or Department shall be exempted from submission of Bid Security as per Rule 170 of GFR 2017. For claiming Bid Security waiver, the Bidder shall provide copy of documentary proof of its registration. The registration must remain valid till the entire Bid Validity period.

1.5.3. The scanned copy of the Bank Guarantee / copy of documentary proof for waiver of the Bid Security, shall be uploaded at the time of Bid submission.

1.5.4. The bid shall summarily be rejected if the Bid Security / its waiver related document is not in conformity in all respect with the requirements of Clause 1.5.1 / Clause 1.5.2 / Clause 1.2.6.3.

1.5.5. No interest shall be payable on the Bid Security amount.

1.5.6. The Bid Security can be forfeited if the Bidder:

- a) Withdraws its bid during bid validity period.
- b) Hides/ misrepresents any fact.
- c) Refuses to accept Letter of Award and fails to enter into contract agreement after the finalization of tender.
- d) Tampers/ modifies Price Bid template, in any manner.
- e) Involves in any corrupt, collusive, coercive or fraudulent practices.

1.5.7. The Bid Security of unsuccessful Bidders shall be returned as promptly

as possible after the finalization of tender. The Bid Security of successful Bidder shall be returned only after the submission of Performance Security.

1.6. TECHNICAL BID

1.6.1. The Technical Bid shall be complete in all respects and contain all information asked for in this document.

1.6.2. **Technical Bid shall comprise of the following:**

- 1.6.2.1. Scanned copy of the duly filled & signed 'Checklist for Bid Submission' as per Clause 7.10.
- 1.6.2.2. Scanned copy of the duly filled & signed 'Tender Acceptance Letter' as per Clause 7.1.
- 1.6.2.3. Scanned copy of the duly filled & signed 'Bidder Information' as per Clause 7.3.
- 1.6.2.4. Scanned copy of the duly filled & signed 'Compliance Sheet for Specifications' as per Clause 7.4.
- 1.6.2.5. Scanned copy of the signed 'Schedule of Deviations' as per Clause 7.5.
- 1.6.2.6. Scanned copy of the duly filled & signed 'Details of Service Centres' as per Clause 7.6.
- 1.6.2.7. Scanned copy of the duly filled & signed 'Details of Supply, Turnover & Profit' as per Clause 7.7.
- 1.6.2.8. Scanned copy of the duly filled & signed 'Undertaking for Technical Bid' as per Clause 7.8.
- 1.6.2.9. Scanned copy of the 'Power of Attorney' from the Bidder in respect of Authorized Signatory for the Bid.
- 1.6.2.10. Scanned copy of the duly filled & signed Compliance Sheet for eligibility criteria as per Clause 7.2 and each of the documents fulfilling eligibility criteria of Clause 7.2.
- 1.6.2.11. Scanned copy of the Bid Security, as per Clause 1.5.1. In case of claiming waiver for Bid Security, scanned copy of the documentary proof as per Clause 1.5.2.
- 1.6.2.12. Scanned copy of the duly filled & signed domestic value addition format (as per Clause 1.27.3) and Form-1 (as per Clause 1.27.4) for claiming preference to domestically manufactured product in terms of Ministry of Electronics and Information Technology notifications.

- 1.6.3. Following documents shall be submitted by the Bidder before due date and time for bids opening:
 - a. Bid Security (*in original*)/Copy of the supporting document for waiver of Bid Security.
 - b. OEM's Authorization certificate (*in original*), in case of Bidder being an authorized representative.

Above documents shall not be accepted after due date and time for bids opening.

- 1.6.4. Purchaser reserves the right to verify the submitted documents with original one.

1.7. PRICE BID

- 1.7.1. The Price Bid shall be complete in all respects and shall contain all information asked for in this document.
- 1.7.2. The Price bid format is provided as BoQ_XXXX.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the Price Bid. Bidder shall not tamper/modify the downloaded Price Bid template in any manner. In case the Price Bid format is found to be tempered/modified in any manner, then Bid will be summarily rejected, Bid Security would be forfeited and the Bidder is liable to be banned from doing business with the Purchaser.
- 1.7.3. The prices quoted shall be only in Indian Rupees.
- 1.7.4. The prices quoted for equipment and software shall be inclusive of all taxes, duties, levies, etc.
- 1.7.5. All quoted prices shall be on 'Delivery at Site' basis.
- 1.7.6. The quoted price for equipment shall include Five (5) years onsite warranty services.
- 1.7.7. If a bidder quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.

1.8. NO PRICE VARIATION

- 1.8.1. The quoted price shall be firm and no rate revision would be considered on account of subsequent change in government taxes, duties, levies, etc. during the bid validity period.

1.9. AMENDMENT TO TENDER

- 1.9.1. At any time prior to the deadline of submission of the bids, the Purchaser

may, for any reason, whether at its own initiative or in response to any clarification requested by prospective bidder(s), modify the tender's condition/term/specification by way of amendment / addendum / corrigendum. This shall be notified through CPP Portal and CEA Website.

1.9.2. Prospective Bidders are advised to visit Tender section of CEA website (<http://www.cea.nic.in>) and CPP Portal (<http://eprocure.gov.in/eprocure/app>) for any corrigendum / addendum / amendment.

1.9.3. In order to provide reasonable time to prospective bidders for taking into account the amendment(s) for preparing their bid, the Purchaser may, at its discretion, extend the deadline of the submission of bids.

1.10. MODIFICATION OF BIDS

1.10.1. Bidder may modify its bid on the e-procurement / CPP portal (<http://eprocure.gov.in/eprocure/app>) till the deadline of the bid submission.

1.10.2. Modification of the Bid sent through any other means shall not be considered by the Purchaser.

1.11. LATE BIDS

1.11.1. The e-Procurement system will not allow any late / delayed submission of bids after due date and time as per server system.

1.12. OPENING OF TECHNICAL BIDS

1.12.1. The Purchaser will open the bids as per electronic bid opening procedures specified in Central Public Procurement (CPP) Portal at the specified date and time. Bidders can also view the bid opening by logging on to the e-procurement system. Specific bid opening procedures are laid down at <http://eprocure.gov.in/eprocure/app> under the head "Bidders Manual Kit". The Bidder will be at liberty to be present either in person or through an authorized representative at the time of opening of the Bid or they can view the bid opening event online at their remote end.

1.12.2. No representative will be allowed to attend the Bid Opening event at Purchaser's location without valid Bid acknowledgement slip received after submission of Bids.

1.12.3. In the event of the specified date of bid opening being declared a holiday for purchaser, the bids shall be opened at the specified time and place on the next working day.

1.13. PRELIMINARY EXAMINATION OF TECHNICAL BID

- 1.13.1. The Purchaser will examine the bids to determine their completeness in all respect as per the requirements of this tender document.
- 1.13.2. The Purchaser may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice to affect the relative ranking of any Bidder.

1.14. EVALUATION OF TECHNICAL BIDS

- 1.14.1. The Purchaser shall evaluate Technical Bids based on the documents submitted as per Clause 1.6 of this document.
- 1.14.2. The Bidder may be asked to give demonstration of the offered equipment at the Purchaser's office.
- 1.14.3. Purchaser reserves the right to reject the bid under any of the following circumstances:
 - a. Bid is incomplete and/or not accompanied by all required documents.
 - b. Bid is not in conformity with the terms and conditions of this document.
 - c. Specifications stipulated in Section 4 of tender document are not met.

1.15. EVALUATION OF PRICE BIDS

- 1.15.1. Price Bid of only technically qualified Bidders shall be opened and evaluated.
- 1.15.2. Evaluation shall be done on the basis of total amount quoted (inclusive of all applicable taxes & duties).
- 1.15.3. The Evaluated Price shall be total price worked out after considering discrepancies, if any, as mentioned in Section 5 of tender document.

1.16. LOWEST BIDDER

- 1.16.1. On completion of Price bids evaluation process, the Bidder whose Evaluated Price is found to be lowest would be the L-1 Bidder.
- 1.16.2. In case of tie in the Evaluated Price of multiple bidders, the Bidder offering lowest price for Laptop computer only would be declared as L-1 Bidder.

1.17. LETTER OF AWARD (LoA)

- 1.17.1. The L-1 Bidder will be considered as successful Bidder for getting Letter of Award (LoA) for supply & installation of Laptop computers with Microsoft Office software.

1.17.2. The acceptance of the LoA shall be submitted within 7 (Seven) working days from issue of LoA, failing which the Purchaser reserves the right to cancel the LoA and forfeit the Bid Security.

1.18. PERFORMANCE SECURITY

1.18.1. A Performance Security in form of Bank Guarantee from any Nationalized / Scheduled Bank (*as per Clause 6.2*) of a value equal to 10% of the total awarded cost as indicated in the LoA shall be deposited by the successful Bidder within Ten (10) working days from the date of issue of LoA. However, the Purchaser reserves the right to extend this timeline on valid ground.

1.18.2. The Performance Security shall be valid for a period of Sixty Seven (67) months from the date of acceptance of Letter of Award.

1.19. SIGNING OF CONTRACT

1.19.1. The successful Bidder shall be required to enter into a contract for supply & installation of Laptop computers with Microsoft Office software as per Clause 6.1 of tender document with the Purchaser within Ten (10) working days from the date of acceptance of LoA and submission of the Performance Security as mentioned in Clause 1.18 of tender document.

1.20. COST OF BIDDING

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

1.21. GOVERNING LANGUAGE

1.21.1. The Bid, as well as all correspondences and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be in English language only. Supporting documents and printed literature, if not in English language, that are part of Bid document shall be accompanied with a self-certified copy of English translation of the same.

1.22. RIGHT TO ALTER QUANTITIES

1.22.1. The Purchaser reserves the right to reduce or increase the quantity to be purchased on the same terms and conditions.

1.22.2. The variation in quantity shall be limited to $\pm 20\%$ of the total quantity mentioned in Clause 3.1.1.

1.23. CLARIFICATIONS OF BIDS

1.23.1. The Purchaser may, at its discretion, seek clarification(s) from the Bidder during examination, evaluation and comparison of bids. The written response/clarification in this regard shall be submitted by the authorized signatory of Bidder through e-mail or fax or post. In case the Bidder fails to submit the desired information/clarification sought by the Purchaser within stipulated time, further evaluation of its bid will not be carried out and the Purchaser reserves the right to reject the bid.

1.24. CONTACTING THE PURCHASER

1.24.1. Any clarification / query related to the Bidding document may be addressed to Director (IT), CEA in writing through e-mail or fax as per the details given in the NIT. Clarification/queries received, within due date & time, mentioned in the NIT, will only be entertained.

1.24.2. Any effort to influence the Purchaser during bid evaluation process or contract award process may result in the rejection of the Bidders' bid.

1.25. PURCHASER'S RIGHT TO ACCEPT/REJECT BID(S)

1.25.1. The Purchaser reserves the right to accept or reject any bid and/or annul the bidding process and/or reject all bids, without assigning any reason thereof, at any time prior to award of contract and without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the ground for purchaser's action.

1.26. TERMS & CONDITIONS FOR MSE BIDDER

1.26.1. The eligibility criteria in respect of financial values in the prior turnover (Clause 3.2.1.3) and prior experience (3.2.1.5) shall be relaxed to 50% for the bidders under Micro and Small Enterprises category, subject to meeting of quality and technical specifications of tender.

1.26.2. In compliance of Public Procurement Policy for Micro and Small Enterprises (MSEs) Order dated 23.03.2012, purchase preference shall be given to Micro and Small Enterprises (MSEs) if their quoted price is within price band of L-1 (*Lowest evaluated price of non-MSE bidder*) + 15%. The purchase preference to MSE(s) shall be applicable to only 20% of the total tendered quantity, provided that MSE Bidder accepts to match L-1 price.

1.26.3. In case more than one MSE Bidders are eligible for getting purchase preference, then 20% of total tendered quantity shall be equally distributed between them, subject to their acceptance of L-1 price.

1.26.4. In case quoted price of MSE(s) owned by SC/ST entrepreneur is within price band of L-1 (*Lowest evaluated price of non-MSE bidder*) + 15%, the purchase preference for 4% of tendered quantity shall be given to

MSEs owned by SC/ST entrepreneur, subject to their acceptance of L-1 price.

1.27. PREFERENCE TO DOMESTICALLY MANUFACTURED PRODUCTS

- 1.27.1. Purchaser reserves the right for providing preference to domestically manufactured electronic products in terms of the Ministry of Electronics and Information Technology (MeitY) Notification No.33(3)/2013-IPHW dated 23.12.2013 read with Notification No. 33(3)/2013-IPHW dated 22.05.2014 and Guidelines issued thereunder through Notification No. 33(7)/2015-IPHW dated 16.11.2015. A copy of the aforesaid Notifications/Guidelines can be downloaded from DeitY website i.e. URL www.meity.gov.in/esdm. Purchase preference for domestic manufacturer, methodology of its implementation, value addition to be achieved by domestic manufacturers, self-certification, and compliance and monitoring shall be as per the aforesaid Guidelines/ Notifications. The Guidelines may be treated as an integral part of the tender document.
- 1.27.2. The modalities through which the preference for Domestically Manufactured Electronic Products (DMEPs) shall be operated are as follows:
 - 1.27.2.1. The electronic products for which preference will be provided to domestic manufacturers shall be Laptop Computer.
 - 1.27.2.2. The quantity of procurement for which preference will be provided to domestic manufactures shall be 50% of the total tendered quantity.
 - 1.27.2.3. Percentage of domestic value addition which qualifies the electronic product i.e. Laptop Computer to be classified as domestically manufactured shall be 30% for the year 2015-2016.
 - 1.27.2.4. The preference to DMEP shall be subject to meeting technical specifications and matching L1 price.
- 1.27.3. Domestic manufacturers are required to indicate the domestic value addition in terms of BoM for the quoted product, in terms of aforesaid guidelines, in their bid in the following format:

Item No.	Item Description	Manufacturer /Supplier	Country of Origin	Value	Domestic Value Addition in %
i.					
...					

1.27.4. Bidders, claiming to bid in the status of domestic manufacturer, are required to give an undertaking in the format as given as Form 1 of the guidelines No. 33(7)/2015-IPHW dated 16.11.2015. Furnishing of false information on this account shall attract penal provisions as per Guidelines/ Notification.

1.27.5. Procedure for award of contracts involving procurement from domestic manufacturers:

“For each electronic product proposed to be procured, among all technically qualified bids, the lowest quoted price will be termed as L1 and the rest of the bids shall be ranked in ascending order of price quoted, as L2, L3, L4 and so on. If L1 bid is of a domestic manufacturer, the said Bidder will be awarded full value of the order. If L1 bid is not from a domestic manufacturer, the value of the order awarded to L1 Bidder will be the balance of procurement value after reserving specified percentage of the total value of the order for the eligible domestic manufacturer. Thereafter, the lowest bidder among the domestic manufacturers, whether L2, L3, L4 or higher, will be invited to match the L1 bid in order to secure the procurement value of the order earmarked for the domestic manufacturer. In case first eligible Bidder (i.e. domestic manufacturer) fails to match L1 bid, the Bidder (i.e. domestic manufacturer) with next higher bid will be invited to match L1 bid and so on. However, the procuring agency may choose to divide the order amongst more than one successful Bidder as long as all such bidders match L1 and the criteria for allocating the tender quantity amongst a number of successful bidders is clearly articulated in the tender document itself. In case all eligible domestic manufacturers fail to match the L1 bid, the actual Bidder holding L1 bid will secure the order for full procurement value”. Only those domestic manufacturers whose bids are within 20% of the L1 bid would be allowed an opportunity to match L1 bid.

1.27.6. The attention of the procuring agencies is drawn to the following clause in the Guidelines: “5.4 The tender conditions would ensure that domestically manufactured electronic products are encouraged and are not subjected to restrictive product specifications or mandatory

requirement of prior experience. The procuring agency may also rationally identify and evaluate predatory pricing by any Bidder. However, procuring Department or Agency may incorporate such stipulations as may be considered necessary to satisfy themselves of the security, production capability and product quality of the domestic manufacturer.”

- 1.27.7. In case of turnkey/ system-integration projects, eligibility of a Bidder as a domestic manufacturer would be determined on the domestic value addition calculated only for the value of notified DMEPs i.e., Laptop Computer forming part of the turnkey/system-integration project and not on the value of whole project.

1.28. CORRUPT AND FRAUDULENT PRACTICES

- 1.28.1. The Purchaser requires that Bidders/Supplier observe(s) the highest standard of ethics during the bidding process and during the execution of the Contract. In terms hereof, the Purchaser:

- 1.28.1.1. shall reject the bid of a Bidder including the successful Bidder, if it is established that the Bidder has been engaged in corrupt or fraudulent or collusive or coercive, or undesirable or restrictive practices while competing in the tender.

- 1.28.1.2. shall declare a Bidder ineligible, either indefinitely or for a stated period of time, from participation in any tender or bidding process or for award of a contract/contracts or continuing with it after award if at any time, it is established that the Bidder has been engaged in “corrupt or “fraudulent” or “collusive” or “coercive” or undesirable or restrictive practices in competing for, or in participating the bidding process or in executing, the Contract.

1.29. DEFINITIONS

- 1.29.1. ‘**Bidder**’ means OEM or its Authorized Representative, submitting bid.

- 1.29.2. ‘**Coercive practice**’ means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in the tendering process or affect the execution of a contract.

- 1.29.3. ‘**Collusive practice**’ means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Purchaser, designed to establish bid price at artificial, non-competitive levels.

- 1.29.4. ‘**Contract value**’ means the total awarded value for supply & installation of equipment along with software, as per LoA.

- 1.29.5. ‘**Corrupt practice**’ means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the bidding

process or in contract execution.

- 1.29.6. '**Deadline**' means the last date & time.
- 1.29.7. '**Equipment**' means Laptop computer and associated peripherals fulfilling the minimum technical specifications of Section 4 of tender document.
- 1.29.8. '**Fraudulent practice**' means a misrepresentation or omission of facts in order to influence the bidding process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.
- 1.29.9. '**OEM**' means Original Equipment Manufacturer of the offered Laptop computer.
- 1.29.10. '**Purchaser**' means Central Electricity Authority.
- 1.29.11. '**Purchaser offices**' means Central Electricity Authority offices at Sewa Bhawan, R.K.Puram, Sector-1, New Delhi-66 and at 18A, NRPC Complex, Shaheed Jeet Singh Marg, Katwaria Sarai, New Delhi-16.
- 1.29.12. '**Restrictive practice**' means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the bidding process.
- 1.29.13. '**Site**' means I.T. Store, Central Electricity Authority, Sewa Bhawan, R.K.Puram, Sector-I, New Delhi-66.
- 1.29.14. '**Supplier**' means the person, private or government entity, whose bid to perform the contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- 1.29.15. '**Undesirable practice**' means establishing contact with any person connected with or employed by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process.

2. CONDITIONS OF CONTRACT

2.1. TERMS OF EXECUTION

- 2.1.1. The Supplier shall deliver equipment and software, mentioned in the LoA at the consignee's site, within **Ten (10) weeks** from the date of issuance of the LoA. However, the Purchaser reserves the right to extend this timeline on valid ground.
- 2.1.2. The Supplier shall submit Warranty Certificate(s) from OEM for all equipment, for a period of **Five (5) years** from the date of acceptance of entire supplies at site.
- 2.1.3. The Supplier shall provide onsite service support during warranty period as per the provisions of Contract.

2.2. LOCATIONS TO BE COVERED

- 2.2.1. All equipment shall be delivered at the address mentioned in LoA. However, installation and services during the warranty period of the equipment are to be done at Purchaser's offices located at R.K.Puram and Katwaria Sarai, New Delhi.

2.3. DELAYS IN THE SUPPLIER'S PERFORMANCE

- 2.3.1. Delivery of equipment and performance of the services shall be made by the supplier in accordance with the time schedule specified in the LoA. Any delay in performing the obligation by the supplier will attract Liquidated Damages and/or termination of contract.

2.4. LIQUIDATED DAMAGES (LD)

- 2.4.1. Notwithstanding the Purchaser's right to cancel the order, Liquidated Damages @ 0.5% of the contract value per week, is applicable for every week's delay in supply, subject to maximum 5% of the contract value.
- 2.4.2. In case the amount of LD reaches the maximum limit of 5% as specified above, the Purchaser reserves the right to terminate the contract.
- 2.4.3. Delivery means complete delivery of all the ordered equipment (including accessories, software, documentation, etc). Date on which last equipment is delivered will be considered as delivery date for the purpose of LD calculation.
- 2.4.4. Part of week will be treated as a week for this purpose.
- 2.4.5. However, the Purchaser may, at its discretion, waive the LD in case the delay is not attributable to the Bidder.

2.5. ORDER CANCELLATION

- 2.5.1. If the successful Bidder fails to deliver the equipment and software as per specifications within the stipulated time schedule or the extended date communicated by the Purchaser, if any, it will be treated as breach of contract.
- 2.5.2. The Purchaser reserves the right to cancel the order in the event of breach of contract.
- 2.5.3. The Bidder may terminate the contract in case of non-resolution of dispute through Arbitration with reference to payment by giving a notice of three months.

2.6. PAYMENT TERMS

- 2.6.1. No advance payment will be made against the Letter of Award.
- 2.6.2. 80% of the contract value will be released after receipt of all items mentioned in the LoA and submission of Performance Security. The Liquidity Damages, if any, will be deducted from this payable amount, i.e, 80% of the contract value. The payment will be made against delivery challan(s), invoice(s) submitted to the Purchaser and inspection report, if any. Remaining 20% of the contract value will be released after the acceptance of all the items mentioned in LoA at site by the Purchaser.

2.7. INSPECTION AND ACCEPTANCE

- 2.7.1. Purchaser reserves the right to carry out pre-dispatch inspection at Bidder's factory/premises. The Bidder shall keep the sampled equipment ready for inspection and shall provide all assistance for inspection. There shall not be any additional charges for such inspection.
- 2.7.2. In case of receipt of any damaged item, the same shall be replaced by the Supplier with a new one at no additional cost to the Purchaser. The replaced item shall be supplied immediately so that its installation and acceptance is completed within the time schedule as per Clause 2.1.1, failing which Liquidated Damage, as per Clause 2.4, shall be applicable.
- 2.7.3. At the time of installation, inspection of equipment shall be carried out by the Purchaser for ascertaining the functional performance in accordance with the technical specifications. The equipment non-conforming to the same shall be replaced / rectified by the Supplier to the Purchaser's satisfaction. If during the installation, it is found that more than 10% of the ordered quantity of equipment fail to perform as per technical specifications, then the Purchaser shall have right to reject all equipment supplied and encash the Performance Security.

2.8. PAYMENT CONDITIONS

- 2.8.1. The payment shall be made only in Indian Rupees as per Clause 2.6, subject to deduction of Liquidity Damages, if any, as per Clause 2.4.

2.9. USE OF CONTRACT DOCUMENTS AND INFORMATION

- 2.9.1. The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information provided by the Purchaser in Bid document or otherwise except for purposes of performing contract, if any.

2.10. PATENT RIGHTS

- 2.10.1. The Supplier shall indemnify the Purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the equipment and supplied software, or any part thereof in India or abroad.
- 2.10.2. The Supplier shall, at their own expense, defend and indemnify the Purchaser against all third party claims or infringement of Intellectual Property Right, including Patent, Trademark, Copyright, Trade Secret or Industrial Design Rights arising from use of the equipment and supplied software or any part thereof in India or abroad.
- 2.10.3. The Supplier shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Purchaser is required to pay compensation to a third party resulting from such infringement, the Supplier shall be fully responsible for, including all expenses and court and legal fees.
- 2.10.4. The Purchaser will give notice to the Supplier of any such claim without delay, provide reasonable assistance to the Supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.
- 2.10.5. The Supplier shall grant to the Purchaser a fully paid-up, irrevocable, non-exclusive license throughout the territory of India to access, replicate and use software (and other software items) provided by the supplier, including-all inventions, designs and marks embodied therein in perpetuity.

2.11. TERMINATION OF CONTRACT

- 2.11.1. The Purchaser, without prejudice to any other remedy for breach of Contract, by giving **Thirty (30) days** written notice to the Supplier, may terminate this Contract in whole or in part, if the Supplier fails to perform any obligation(s) under the Contract.

- 2.11.2. The Purchaser may also at any time terminate the Contract by giving **Thirty (30) days** written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent.
- 2.11.3. In case of Termination of Contract due to default on part of Supplier, the Performance Security submitted by the Supplier shall be encashed by the Purchaser. Termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

2.12. FORCE MAJEURE

- 2.12.1. Notwithstanding the above provisions, the Supplier shall not be liable for penalty or termination of contract if and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to the following:
- a) war (whether declared or not), hostilities, invasion, acts of foreign enemies, rebellion, revolution, insurrection of military or usurped power, or civil war;
 - b) act of any political or religious incidence;
 - c) acts of terrorism;
 - d) riots, civil commotion or disorder, industry wide strike; or
 - e) natural calamities like flood, earthquake, cyclone, fire, etc.
- 2.12.2. The decision of Purchaser to accept an event claimed by the Supplier as Force Majeure will be final and binding on the Supplier.
- 2.12.3. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract.

2.13. GOVERNING LAW AND DISPUTES

- 2.13.1. The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiations, any disagreement or disputes, arising between them under or in connection with the Contract.
- 2.13.2. If the Purchaser and the Supplier are unable to amicably resolve Contract dispute(s) after **Thirty (30) days** from the commencement of such direct informal negotiations, then either party may refer the dispute for

resolution to the formal mechanism specified in Clauses 2.13.3 and 2.13.4.

- 2.13.3. In the case of a dispute or difference arising between the Purchaser and the Supplier relating to any matter arising out of or connected with this Contract, such dispute or difference shall be referred to the award of two Arbitrators having relevant technical background, one Arbitrator to be nominated by the Purchaser and the other to be nominated by the Supplier or in case of the said Arbitrators not agreeing, then to the award of an Umpire to be appointed by the Arbitrators in writing before proceeding with the reference, and in case the Arbitrators cannot agree to the Umpire, he may be nominated by the Secretary, Indian Council of Arbitration, New Delhi. The award of the Arbitrators, and in the event of their not agreeing, of the Umpire appointed by them or by the Secretary, Indian Council of Arbitration, New Delhi shall be final and binding on the parties.
- 2.13.4. The Arbitration & Conciliation Act 1996, the rules thereunder and any statutory modification or re-enactments thereof, shall apply to the arbitration proceedings.
- 2.13.5. The venue of the arbitration shall be Delhi.
- 2.13.6. During the arbitration proceedings, the Supplier shall continue to execute the Contract 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.
- 2.13.7. The Purchaser may terminate this contract, by giving a written notice of termination of minimum **Thirty (30) days** to the Supplier, if the Supplier fails to comply with any decision reached consequent upon arbitration proceedings.

2.14. STANDARDS OF PERFORMANCE

- 2.14.1. The Performance Security shall be submitted as per Clause 1.18.
- 2.14.2. The Supplier shall perform all the obligations to maintain the equipment during the warranty period as per Clause 3.3.2.
- 2.14.3. The Supplier shall perform the Services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted standard & procedures, techniques and practices used in the industry. The Supplier shall employ prudent technical and engineering practices, supplemented with advanced and latest technology. The Supplier shall always act, in respect of any matter relating to this Contract, as faithful advisor to the Purchaser and

shall, at all times, support and safeguard the Purchaser's legitimate interests in any dealings with Third Parties.

2.15.SUB-CONTRACTING

2.15.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, to any other entity except with the Purchaser's prior written consent.

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3. SCHEDULE OF REQUIREMENTS

3.1. SCOPE OF WORK

- 3.1.1. Supply of 43 Nos. of **Laptop computer along with Microsoft Office software** of specified configuration as mentioned at Section 4 of tender document, for CEA offices located at R.K.Puram and Katwaria Sarai, New Delhi.
- 3.1.2. Installation of 43 Nos. of Laptop computer with Microsoft Office software and driver/application software of external peripherals (*if any, supplied with Laptop computers*).
- 3.1.3. Comprehensive onsite service & support for a period of **Five (5) years** for equipment mentioned in Clause 3.1.1 from the date of acceptance of supplies at site.

3.2. ELIGIBILITY CRITERIA

- 3.2.1. This invitation of bids is open to all Companies / Firms fulfilling following criteria:
 - 3.2.1.1. Bidder shall be an Original Equipment Manufacturer (OEM) having registered office/establishment in India for at least 5 years (*reckoned from the last date of submission of bid*) or an Authorized Representative of such OEM in India. In case of Authorized Representative, letter of authorization (*ink-signed*) from OEM, as per Clause 7.9, for participating in this tender shall be submitted.
 - 3.2.1.2. Bidder shall be engaged in supply of Desktop/Laptop computers in India at least for last two years reckoned from the last date of submission of bids. Details of supply shall be submitted as per the requirements of Clauses 7.2 and 7.7.
 - 3.2.1.3. Bidder shall have a minimum annual turnover in India of Rs. 180 Lakh from sales in each of last three financial years i.e., 2016-17, 2015-16 and 2014-15. The details of turnover shall be submitted as per the requirements of Clauses 7.2 and 7.7. Relaxation to MSE bidder on prior annual turnover shall be applicable as per Clause 1.26.1.
 - 3.2.1.4. Bidder shall have made net profit after tax in each of the previous three financial years i.e., 2016-17, 2015-16 and 2014-15. The details of profit shall be submitted as per Clauses 7.2 and 7.7.
 - 3.2.1.5. Bidder shall have successfully executed similar work (**means supply with / without installation of Desktop / Laptop computers**) as per criterion given below, in Government

Organization(s) / Public Sector Undertaking(s) (PSUs) / Government Autonomous bodies, during **last Two (2) years** reckoned from the last date of submission of bid:

At least one similar work costing not less than Rs.35 Lakhs

Or

At least two similar works costing not less than Rs.18 Lakhs

Relaxation to MSE bidder on prior experience shall be applicable as per Clause 1.26.1.

- 3.2.1.6. The Bidder/ OEM (*Original Equipment Manufacturer*) / ASP (*Authorized Service Provider*) of OEM shall have Service Centre and Spare Warehouse in Delhi/NCR. Details shall be provided as per Clause 7.6.
- 3.2.1.7. The Bidder has not been blacklisted by any Government Organization / Public Sector Undertaking (PSU) / Government Autonomous body.
- 3.2.1.8. The Bidder shall have valid PAN & GST registration number. Copies of the same shall be submitted with the bid.
- 3.2.2. Either the OEM itself or its authorized representative shall submit bid, but both shall not quote simultaneously in this tender. In case both OEM and its authorized representative submit bids, then only the bid of OEM shall be considered and the bid of authorized representative shall be rejected.
- 3.2.3. An authorized representative of a particular OEM cannot submit bid as an authorized representative of another OEM. In case of submission of multiple bids by a Bidder, all of its bids shall be rejected.
- 3.2.4. Bidder must comply with all the above mentioned criteria (*Clauses 3.2.1 to 3.2.3*). Non-compliance of any of the criteria shall result in rejection of the bid. Consortium/Joint Venture bids are not allowed in this tender. Self-attested scanned copies of relevant documents/certificates shall be submitted as proof in support of the claims made for each of the above mentioned criteria. The Purchaser reserves the right to verify/evaluate the claims made by the Bidder independently. Any hiding/ misrepresentation of facts shall result in rejection of the bid and forfeiture of Bid Security.

3.3. TECHNICAL REQUIREMENTS

3.3.1. For tendered equipment and software -

- 3.3.1.1. The offered equipment and software shall fulfill the minimum technical specifications, specified in Section 4 of tender document. Bidder shall ensure that all software (OS & applications) supplied are licensed.
- 3.3.1.2. The bid shall include OEM's technical brochure/supporting document of the offered equipment. The technical brochure/supporting document shall substantiate the fulfillment of requisite specifications.

3.3.2. For warranty related services -

- 3.3.2.1. All supplied equipment shall be covered under comprehensive onsite warranty of **Five (5) years'** period from the date of acceptance of entire supplies at site.
- 3.3.2.2. Bidder shall be capable of providing onsite service support to Purchaser's offices in Delhi as per the requirement of the Purchaser.
- 3.3.2.3. Successful Bidder as well as concerned OEM shall be responsible for satisfactory onsite service during the warranty period. The onsite service may be provided by the successful Bidder / OEM / ASP. Deficiency in services shall be treated as breach of contract and the Purchaser reserves the right to take action as per the contract including encashment of the Performance Security, submitted by the supplier.
- 3.3.2.4. Services during warranty period shall include onsite diagnostic support for identification of defects and resolution of the same within the stipulated time.
- 3.3.2.5. During the warranty period, the successful Bidder / OEM / ASP shall maintain the equipment and repair/replace all defective components at the installed site, at no additional cost to the Purchaser.
- 3.3.2.6. During the warranty period, onsite attending time in any case shall not be beyond 24 hours (one working day) from the time of registration of complaint and resolution of the same shall be ensured within 24 hours (one working day) from the time of onsite attending.

4. SPECIFICATION AND ALLIED TECHNICAL DETAILS

Sl. No.	Feature	Required Specification
Laptop computer		
i.	Processor	Intel Core i-7 processor, 2.2 GHz or above
ii.	Wireless	Integrated wireless 802.11 ac with Bluetooth 4.0
iii.	Memory	At least 4GB (upgradable to 16GB) DDR3L / DDR4 SDRAM with data transfer speed of at least 1333 MT/s
iv.	Storage	At least 500GB, 7200 rpm SATA HDD / Solid State Drive (SSD)
v.	Diagnostic Tool	BIOS Diagnostic
vi.	Graphics	Integrated Graphics
vii.	Display	13-inch to 14-inch diagonal LED-backlit (1366 x 768 resolution or more) with Antiglare
viii.	Webcam	Integrated with 720p HD or more
ix.	Keyboard	Full size spill resistant keyboard
x.	Touchpad	<ul style="list-style-type: none"> Multi Finger Gestures – Single finger (for Clicking / Drag & Drop), Two fingers (for panning/scrolling/zooming/right click), Three fingers Swipe/Tap and Four Fingers Tap. Touchpad sensor with minimum dimensions of 60 mm x 100 mm
xi.	Optical Drive	DVD +/- RW Drive (integrated/external) #
xii.	Ports	<ul style="list-style-type: none"> 1 No. HDMI Port VGA port (integrated/external) * 10/100/1000 Gigabit Ethernet LAN port (integrated/external) ** Minimum 3 Nos. of USB Ports with at least one USB 3.0 port 1 No. Headphone/Microphone combo 1 No. Power port
xiii.	Weight	Not more than 2.2 Kgs
xiv.	Speaker and Microphone	Integrated stereo speakers with Microphone
xv.	Battery	Lithium Ion / Lithium Polymer battery with at least 45 Whr capacity
xvi.	Operating System	Preloaded Genuine Windows 10 (64 Bit)

Sl. No.	Feature	Required Specification
xvii.	AC Adapter	Standard Indian Adaptor
xviii.	Security Management	<ul style="list-style-type: none"> • Kensington MicroSaver lock slot • Power-on password • Trusted Platform Module (TPM)
xix.	Carry Bag	OEM product
xx.	Certification	EPEAT-Gold / Silver
xxi.	Warranty	5 Years Comprehensive onsite
Microsoft Office software		
xxii.	Microsoft Office 2016 Standard version INDIC	MOLP (Government) with replica Media

External DVD +/- RW Drive (compatible with Windows10 and powered & connected by USB port) shall be provided if Laptop has no integrated optical drive.

* Pluggable HDMI to VGA converter shall be provided in case VGA port is not available.

** Pluggable USB 3.0 to 10/100/1000 Ethernet adaptor (supported in Window10) shall be provided if integrated NIC is not available.

5. PRICE SCHEDULE

Sl. No.	Item	Quantity	Units	Unit price in figures (Rs.)	Amount (Rs.)
1	2	3	4	5	6
i.	Laptop computer with Operating System (Standard Software)	43	Nos.		
ii.	Microsoft Office 2016 or later Standard MOLP	43	Nos.		
Total in Figures:					
Quoted Amount in Words:					

- a. The above mentioned Price bid format is provided as BoQ_XXXX.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ_XXXX.xls as it is and quote their offer/rates in the permitted column (coloured) and upload the same as Price Bid. **Bidder shall not tamper/modify the downloaded price bid template in any manner.** In case the price bid template is found to be tampered/modified in any manner, the corresponding bid will summarily be rejected and Bid Security would be forfeited and the Bidder is liable to be banned from doing business with the Purchaser for at least one year.
- b. The rates shall be quoted in Indian Rupee only.
- c. The quoted price shall be inclusive of all taxes and duties. **The quoted price shall not be affected by any subsequent revision in the statutory taxes, duties, etc.**
- d. In case of any discrepancy in calculation of total amount, the total evaluated price in words will be considered for evaluation.
- e. The quoted rates shall remain firm throughout the validity period of the bid and no revision is permissible for any reason.
- f. The Evaluated Total Price for the Bid shall be the total price worked out after considering discrepancies, if any.
- g. The unit price of quoted laptop with Operating System (ie Standard Software) at Sl.No.i, in price bid format shall not exceed Rs. 70,000.

(Signature & Seal of the Bidder)

6. CONTRACT FORMS

6.1. CONTRACT AGREEMENT - FORMAT

(To be executed on a non-judicial stamped paper of requisite value)

THIS AGREEMENT made on the [insert: **date**] day of [insert: **month**], [insert: **year**].

BETWEEN

- (i) [insert complete name of Purchaser], a [insert description of type of legal entity, for example, an agency of the Ministry of of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser }] and having its principal place of business at [insert address of Purchaser] (hereinafter called “**the Purchaser**”), of the one part, and
- (ii) [insert name of Supplier], a corporation incorporated under the laws of [insert: country of Supplier] and having its principal place of business at [insert: address of Supplier] (hereinafter called “**the Supplier**”) (which expression shall, unless excluded by or repugnant to the context, be deemed to include its heirs, executors, administrators, legal representative, successor and assigns), of the other part:

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., [insert brief description of Goods and Services] and has accepted a Bid by the Supplier for the supply of those Goods and Services.

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents, in the order of precedence, shall be deemed to form and be read and construed as part of this Agreement:
 - (a) the Letter of Award
 - (b) the Addenda / Corrigenda Nos. _____ (if any)
 - (c) General Conditions of Contract
 - (d) the other sections of Tender document
 - (e) the technical Specifications
 - (f) the completed forms (including Price Bid (BOQ))
 - (g) any other document listed in GCC as forming part of the Contract
 - (h) the uploaded Bid by the Bidder on the CPP portal.

This Agreement shall prevail over all other contract documents.

3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods

and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

6.2. PERFORMANCE SECURITY - FORMAT

To,

Director (IT),
Central Electricity Authority,
3rd Floor (North), Sewa Bhawan,
R.K.Puram, Sector-I, New Delhi – 110066.

Ref: _____

Date _____

Bank Guarantee No. _____

i. Against contract Acceptance of the Tender No: _____
_____ covering

(hereinafter called the said 'Contract') entered into between the President of India acting through the Chairperson, CEA, New Delhi - 110066 or his authorized representative (hereinafter called the Purchaser) and _____ (hereinafter called the Supplier), this is to certify that at the request of the Supplier we _____ Bank Ltd., are holding in trust in favour of the Purchaser, the amount of _____ (*write the sum here in words*) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Supplier of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Supplier and the amount of loss or damage that has been caused or suffered by the Purchaser, shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.

ii. We _____ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Supplier i.e., till _____ hereinafter called the said date and that if any claim accrues or arises against us _____ Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us _____ Bank Ltd, provided that notice of any such claim has been given to us _____ Bank Ltd, by the Purchaser before the said date. Payment under this letter of guarantee

shall be made promptly upon our receipt of notice to that effect from the Purchaser.

- iii. It is fully understood that this guarantee is effective from the date of the said contract and that we _____ Bank Ltd, undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.
- iv. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Supplier in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present bond being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Supplier shall have no claim against us for making such payment.
- v. We _____ Bank Ltd, further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Supplier and to forebear or enforce any of the terms and conditions relating to the said contract and we, _____ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Supplier or for any forbearance by the Purchaser to the said Supplier or for any forbearance or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision, have the effect of so releasing us from our liability under this guarantee.
- vi. This guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier.

Place _____

Signature _____

Witness _____

Printed name _____

(Bank's common seal)

Date _____

6.3. BID SECURITY - FORMAT

(To be executed on a non-judicial stamped paper of requisite value)

To,

Director (IT),
Central Electricity Authority,
3rd Floor (North), Sewa Bhawan,
R.K.Puram, Sector-I, New Delhi – 110 066.

Ref: _____

Date

Bank Guarantee No. _____

- i. WHEREAS (Name of Bidder) (hereinafter called the "the Bidder") has undertaken, in pursuance of the Tender (.....) for the "Supply & installation of Laptop computers with Microsoft Office software in CEA" (hereinafter called the "the Bid") to you.
- ii. AND WHEREAS, it has been stipulated by you in the said Tender that the Bidder shall furnish you with a Bank Guarantee from a Nationalized/Scheduled Bank for the sum specified therein, as security for the Bid in accordance with the Tender condition.
- iii. AND WHEREAS we <Bank> having its registered office at and inter alia a branch office situated at have agreed to give a Bid Security of Rs.1,00,000 (Rupees One Lakh Only) (hereinafter called as the *Guarantee Amount*) on behalf of the Bidder.
- iv. We<Bank> further undertake not to revoke and make ineffective the guarantee during its currency except with the previous consent of the Central Electricity Authority (hereinafter called as the Purchaser).
- v. We<Bank> do hereby unconditionally and irrevocably undertake to pay to the Purchaser without any demur or protest, merely on demand from the Purchaser, an amount not exceeding the *Guarantee Amount* by reason of any breach of the terms of the Bid dated by Bidder. We hereby agree that the decision of the Purchaser regarding breach of the terms of the Bid shall be final, conclusive and binding on us.
- vi. We do hereby guarantee and undertake to pay forthwith on demand to the Purchaser a sum not exceeding the *Guarantee Amount* and we undertake to pay you upon your first written demand declaring the Bidder to be in default under the Bid and without cavil or argument, any sum or sums within the limit of the *Guarantee Amount* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.
- vii. We, the Bank, further agree that the Purchaser shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Document listed hereinabove, and the decision of the Purchaser that the Bidder is in default, as per the Bid Document, shall be final and binding on us, notwithstanding any differences between the Purchaser and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

- viii. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
- ix. Our obligation to make payment under this Guarantee shall be a primary, independent and absolute obligation and we shall not be entitled to delay or withhold payment for any reason.
- x. This guarantee is valid until theday of <month & year> and a claim in writing is required to be presented to us within this period failing which all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities mentioned hereinabove.

Signature and Seal of Guarantors (Bidder's Bank)

.....

Date.....

Address

.....

.....

In presence of

WITNESSES (Name & Address)

1.

2.

7. OTHER STANDARD FORMS

7.1. TENDER ACCEPTANCE LETTER = FORMAT

(To be given on Company Letter Head)

Date:

To,
Director (IT),
Central Electricity Authority,
3rd Floor (North) Sewa Bhawan,
R.K.Puram, Sector-I, New Delhi – 110066.

Subject: Acceptance of Terms & Conditions of the <Tender Name & Reference No.>

Sir,

- i. I/We have downloaded/obtained the Tender Document for the above mentioned Tender from the website namely _____ as per your advertisement.
- ii. I/We hereby certify that I/we have read all terms and conditions stipulated in the entire tender document, which shall form integral part of contract agreement and I/we shall abide by them.
- iii. The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letter.
- iv. I/We hereby unconditionally accept the Bid conditions of above mentioned Tender document and corrigendum(s), if any, in its totality/entirety.
- v. I/We do hereby declare that our Company/Firm has not been blacklisted/debarred by any Govt. department/Public sector undertaking/Govt. Autonomous body.
- vi. I/We certify that all information furnished by our Company/Firm are true & correct. In the event any of our submitted information is found to be incorrect/untrue or found violated, your department/organization, without giving any notice to us, can summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said Bid Security deposit absolutely.

Yours Faithfully,

(Signature & Seal of the Bidder)

7.2. COMPLIANCE SHEET FOR ELIGIBILITY CRITERIA - FORMAT

Eligibility Criteria	Compliance (Yes/No)	Details of attached proof
Letter of Authorization for participating in this Bid from OEM (as per <i>Clause 3.2.1.1</i>)		
Proof of being engaged in supply of Desktop/Laptop computers in India for at least last two years (as per <i>Clause 3.2.1.2</i>)		
Proof of having minimum annual turnover of Rs.180 Lakh from sales in India in each of last three financial years (as per <i>Clause 3.2.1.3</i>)		
Proof of net profit after tax in each of the last three financial year (as per <i>Clause 3.2.1.4</i>)		
Proof of successful completion of supply & installation of the Desktop/Laptop computers in Govt. organizations / PSUs / Govt. Autonomous bodies (as per <i>Clause 3.2.1.5</i>)		
Details of Service Centre and Spare Warehouse in Delhi/NCR (as per <i>Clause 3.2.1.6</i>)		
Undertaking for not being blacklisted by any of Govt. organization/PSU/Govt. Autonomous body on the letter head (as per <i>Clause 3.2.1.7</i>)		
Details of PAN & GST registration number (as per <i>Clause 3.2.1.8</i>)		

(Signature & Seal of the Bidder)

7.3. BIDDER INFORMATION - FORMAT

i. Name of the Bidding company/firm		
ii. Full Address & Contact Details of the company/firm		
iii. Name of the Authorized Signatory for this Bid		
iv. Bidder's proposal number and date		
v. Name & address of the person to whom all references shall be made regarding this tender:		
(a) Telephone		
(b) Fax No.		
(c) E-mail		
(d) Mobile		
Signature of the Authorized Signatory		
Name:		
Designation:		
Date:		
Company Seal:		
WITNESSES	Witness 1	Witness 2
Signature:		
Name:		
Address:		
Date:		

7.4. COMPLIANCE SHEET FOR SPECIFICATIONS - FORMAT

Sl. No.	Feature	Required Specification	Compliance
Laptop make & model		Make: _____ Model: _____	
i.	Processor	Intel Core i-7 processor, 2.2 GHz or above	Yes / No
ii.	Wireless	Integrated wireless 802.11ac with Bluetooth 4.0	Yes / No
iii.	Memory	At least 4GB (upgradable to 16GB) DDR3L / DDR4 SDRAM with data transfer speed of at least 1333 MT/s	Yes / No
iv.	Hard Disk Drive	At least 500GB, 7200 rpm SATA HDD / Solid State Drive (SSD)	Yes / No
v.	Diagnostic Tool	BIOS Diagnostic	Yes / No
vi.	Graphics	Integrated Graphics	Yes / No
vii.	Display	13-inch to 14-inch diagonal LED-backlit (1366 x 768 resolution or more) with Antiglare	Yes / No
viii.	Webcam	Integrated with 720p HD or more	Yes / No
ix.	Keyboard	Full size spill resistant keyboard	Yes / No
x.	Touchpad	<ul style="list-style-type: none"> Multi Finger Gestures – Single finger (for Clicking / Drag & Drop), Two fingers (for panning/scrolling/zooming/right click), Three fingers Swipe/Tap and Four Fingers Tap. Touchpad sensor with minimum dimensions of 60 mm × 100 mm 	Yes / No
xi.	Optical Drive	Integrated DVD +/- RW drive	Yes / No
xii.	External DVD +/- RW Drive (if applicable)	Compatible with Windows10, powered & connected by USB port of offered laptop	Yes / No/ NA
xiii.	Ports	<ul style="list-style-type: none"> 1 No. HDMI Port Integrated VGA port Integrated 10/100/1000 Gigabit Ethernet LAN port Minimum 3 Nos. of USB Ports with at least one USB 3.0 port 1 No. Headphone/Microphone combo 1 No. Power port 	Yes / No Yes / No Yes / No Yes / No Yes / No Yes / No
xiv.	Plugable HDMI to VGA converter (if applicable)	Compatible with Windows10 and offered laptop	Yes / No/ NA

Sl. No.	Feature	Required Specification	Compliance
xv.	Plugable USB 3.0 to 10/100/1000 Ethernet adaptor (if applicable)	Compatible with Windows10 and offered laptop	Yes / No/ NA
xvi.	Weight	Not more than 2.2 Kgs	Yes / No
xvii.	Speaker and Microphone	Integrated stereo speakers with Microphone	Yes / No
xviii.	Battery	Lithium Ion / Lithium Polymer battery with at least 45 Whr capacity	Yes / No
xix.	Operating System	Preloaded Genuine Windows 10 (64 Bit)	Yes / No
xx.	AC Adapter	Standard Indian Adaptor	Yes / No
xxi.	Security Management	<ul style="list-style-type: none"> • Kensington MicroSaver lock slot • Power-on password • Trusted Platform Module (TPM) 	Yes / No Yes / No Yes / No
xxii.	Carry Bag	Of OEM	Yes / No
xxiii.	Certification	EPEAT-Silver or EPEAT-Gold	Yes / No
xxiv.	Warranty	5 Years Comprehensive onsite	Yes / No
xxv.	Microsoft Office software	Office 2016 Standard version MOLP with replica Media	Yes / No

(Signature & Seal of the Bidder)

7.5. SCHEDULE OF DEVIATIONS - FORMAT

We confirm that the equipment/services offered by us for this tender conforms to the specifications stipulated by you with the following deviations:

SI. No.	Deviation
i.	
ii.	
iii.	
iv.	
...	

(Signature & Seal of the Bidder)

Note:

- Purchaser will not evaluate any deviation mentioned elsewhere in the bid except as mentioned in the 'Schedule of Deviation'.
- If 'Schedule of Deviation' is left blank, then it will be construed that there is no deviation from tender specifications and conditions.
- Strike off the above table if there is no deviation.

7.6. **DETAILS OF SERVICE CENTRE IN DELHI/NCR - FORMAT**

Sl. No.	Location of support office / Spare Warehouse in Delhi / NCR	No. of maintenance Engineers / Technical staff in Service Centre	Telephone No. / Fax Number	Type of Support Centre [OEM(O), ASP (A), Franchise (F)]
i.				
ii.				
iii.				
...				

(Signature & Seal of the Bidder)

7.7. DETAILS OF SUPPLY, TURNOVER & PROFIT - FORMAT

a) Work Experience (during last two year) (as per *Clause 3.2.1.5*):

Name & address of Govt. Organization / PSUs / Autonomous bodies	Order No. & Date	Items & Quantity	Contract value (Rs. Lakh)	Date of Completion	Copy of Contract/PO attached (Yes/No)

b) Financial Details (as per *Clause 3.2.1.2 to 3.2.1.4*):

Eligibility Criteria	Financial Year	Value (in Rs. Crore)
Supply of Desktop/Laptop computers in India (as per <i>Clause 3.2.1.2</i>)	2015-16	
	2016-17	
	2017-18	
Annual turnover from sales in India (as per <i>Clause 3.2.1.3</i>)	2014-15	
	2015-16	
	2016-17	
Net Profit after tax (as per <i>Clause 3.2.1.4</i>)	2014-15	
	2015-16	
	2016-17	

(Signature & Seal of the Bidder)

7.8. UNDERTAKING FOR TECHNICAL BID - FORMAT

(On the letterhead of the company/firm submitting the bid)

To,

Director (IT),
Central Electricity Authority,
3rd Floor, Sewa Bhawan,
R.K.Puram, Sector-I, New Delhi – 110066.

Reference: Tender No dated

Sir,

- i. I/We have examined and have no reservations to the Tender Document, including Corrigenda /Addenda issued.
- ii. I/We meet the eligibility requirements and have no conflict of interest.
- iii. I/We have not been suspended nor declared ineligible in India.
- iv. I/We offer to supply in conformity with the Tender Document.
- v. I/We offer to supply the items as listed in the Tender Document at the price given in my/our Price Bid and agree to hold this offer open for a period of **120 days** from the deadline for the submission of the Bid.
- vi. I/We shall be bound by a communication of acceptance issued by you.
- vii. I/We have understood the Tender Document and have thoroughly examined the specifications mentioned therein and am/are fully aware of the nature of the goods required and my/our offer is to supply the goods strictly in accordance with the specifications and requirements.
- viii. I/We confirm that my/our quoted equipment is<make and model of laptop>.
- ix. The Bid Security of Rs.1,00,000 (One Lakh only) in the form of Bank Guarantee, issued by bank valid up to is enclosed. **Or** copy of documentary proof for waiver of the Bid Security is enclosed.
- x. Certified that the we are:
 - a) A sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of the sole proprietor,
Or
 - b) A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.
Or
 - c) A registered company and the person signing the document is the constituted attorney.
(NOTE: Delete whatever is not applicable. All corrections/deletions shall invariable be duly attested by the person authorized to sign the bid document).
- xi. I/We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof shall constitute a binding contract between us.

- xii. If our bid is accepted, we commit to submit a performance security in accordance with the bidding documents.
- xiii. I/We hereby certify that I/we have taken steps to ensure that no person acting for me/us or on my/our behalf will engage in any type of fraud and corruption.

Name of the Bidder: [insert complete name of company/firm]

Name of the authorized person:** [insert name of authorized person to sign the Bid]

Designation of the authorized person: [insert designation of the authorized person]

Signature of the authorized person named above: [insert signature]

****:** Person signing the Bid shall have the power of attorney given by the Bidder and the same shall be attached.

Yours faithfully,

(Signature & Seal of the Bidder)

Dated this day of _____

Address: _____

Telephone No. : _____

7.9. OEM's AUTHORIZATION - FORMAT

(To be submitted on OEM's letter head)

To,
The Director (IT),
Central Electricity Authority,
3rd Floor (North), Sewa Bhawan,
R.K.Puram, Sector-I, New Delhi – 110066

Subject: Original Equipment Manufacturer (OEM) Authorization for Tender No. dated

Sir,

We <OEM Name> having our registered office at <OEM Address> are an established concern in India since <year of registration> and manufacturer of <laptop model & make>.

We confirm that <Bidder Name> having its registered office at <Bidder Address> is our authorized partner/ re-seller / dealer for our <laptop model & make>. We authorize them to quote for our equipment with five (5) years onsite warranty in the above mentioned tender. Further, we assure that we would extend full support to them in all respects for supply, installation, warranty and maintenance of our products.

We ensure to provide onsite service support for the supplied equipment during the warranty period of five (5) years as per tender terms & conditions.

We also undertake that in case of default in the performance of the contract by the <Bidder Name>, the <OEM Name> will take all necessary steps for successful execution of this project as per Bid requirements.

<Authorized Signatory>

Name:

Designation:

Note: This letter of authority should be on the letterhead of the OEM 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.

7.10. CHECKLIST FOR BID SUBMISSION

Following checklist must be filled in and submitted with the bid document:

Sl. No.	Particulars	Yes / No
<u>Technical Bid</u>		
i.	Have you uploaded duly filled Tender Acceptance Letter as per Clause 7.1?	
ii.	Have you uploaded Eligibility Criteria related documents as per Clause 7.2?	
iii.	Have you uploaded duly filled Bidder Information as per Clause 7.3?	
iv.	Have you uploaded duly filled Compliance Sheet for Specifications as per Clause 7.4?	
v.	Have you uploaded duly filled Schedule of Deviations as per Clause 7.5?	
vi.	Have you uploaded the Details of Service Centers as per Clause 7.6?	
vii.	Have you uploaded details of Supply, Turnover & Profit as per Clause 7.7?	
viii.	Have you uploaded the copy of Power of Attorney in respect of Authorized Signatory for the Bid, as per the requirement of Clause 7.8?	
ix.	Have you uploaded the Undertaking for Technical Bid as per Clause 7.8?	
x.	Have you uploaded Authorization Letter from OEM (in case of authorized representative of OEM) as per Clause 7.9?	
xi.	Have you uploaded the copies of PAN & GST registration certificate as per <i>Clause 3.2.1.8</i> ?	
xii.	Have you uploaded the scanned copy of OEM's Technical Brochure for the offered equipment as per <i>Clauses 3.3.1</i> ?	
xiii.	Have you uploaded the scanned copy of Bid Security or relevant document for Bid Security waiver (if applicable)?	
xiv.	Have you uploaded the scanned copy of Bid Document Fee or relevant document for Bid Document Fee waiver (if applicable)?	
xv.	Have you uploaded the duly filled scanned copy of domestic value addition format (as per <i>Clause 1.27.3</i>) and Form-1 (as per <i>Clause 1.27.4</i>) for claiming preference to domestically manufactured product in terms of Ministry of Electronics and Information Technology?	
<u>Price Bid</u>		
i.	Have you uploaded the Price Bid as per BoQ_xxxx?	

(Signature & Seal of Bidder)