



NESCO UTILITY

TENDER SPECIFICATION FOR PROCUREMENT OF LAPTOPS AND OPERATING SYSTEM

**TENDER SPECIFICATION NO- NESCO Utility/ Laptop / 03/ 5363
Date: 16.05.16**

- 1. DATE OF OPENING OF TENDER: Dt. 01.06.16**
- 2. TIME: 3.30 PM**
- 3. PLACE: Corporate Office, NESCO, Januganj, Balasore – 756019**

NESCO UTILITY

Corporate Office:

Januganj, Balasore – 756019, Odisha

Ph. No. 06782-244865, Fax: 06782-244259, Email-purchase@nescoodisha.com

TENDER NOTICE NO: NESCO Utility/ Laptop / 03/5363 Date: 16.05.16

Material Name: Laptops and Operating System (Paper License)

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TENDER NOTICE

TENDER NOTICE NO: NESCO Utility/ Laptop / 03/5363 Dt: 16.05.16

For and on behalf of NESCO Utility the undersigned invites sealed tenders in duplicate on two part bidding system from intending manufacturers / authorized dealers/ registered traders , who comply to the terms and conditions and tender specification for the supply of following materials superscribing the Tender Specification No., Name of the material & date of opening (as mentioned in the specifications).

The tender papers can be had from the undersigned at the above address on payment of the cost of Tender Paper indicated below in shape of Account Payee bank Draft drawn on any Nationalized/Scheduled Bank in favour of the ‘Administrator NESCO Utility’ payable at Balasore. The cost of tender paper is non-refundable.

SCHEDULE OF MATERIALS TENDERED:

Materials	Quantity in Nos.	Cost of Tender Paper(in Rs)	EMD (In Rs)
Laptop (HP / Lenovo / Dell) Commercial Model only	50	₹ 6000.00 + VAT 5% = ₹ 6300.00	15000.00
Operating System (Paper License)	50	₹ 4000.00 + VAT 5% = ₹ 4200.00	5500.00

TIME SCHEDULES:-

1	Last Date & Time for selling of tender papers (during office hrs. & working days)	Dt.31.05.16 up to 5.0 PM
2	Last Date & Time for submission of Tender	Dt. 01.06.16 up to 3.0 PM
3	Date & Time for Opening of Tenders(Techno-Commercial Bid & Price Bid)	Dt. 01.06.16 at 3.30 PM

The intending bidders can also download the tender document from our website www.nescoodisha.com. However the bidder has to furnish a Account Payee Bank Draft drawn on any Nationalized/Scheduled Bank in favour of the 'Administrator NESCO Utility' payable at Balasore for the cost of the Tender Paper indicated above, along with his bid, failing of which the bid will be rejected outright. In the event of any specified date for the sale, submission or opening of bids being declared as holiday for NESCO Utility or any 'force majeure' , the bids will be sold / received / opened up at the appointed time on the next working day. NESCO Utility also reserves the right to accept or reject any or all tenders without assigning any reason thereof, if the situation so warrants.

For detail Tender Specification & Terms and Conditions, please visit our website www.nescoodisha.com

General Manager (C&P)
NESCO Utility , Balasore, Odisha

SECTION – I

INVITATION FOR BIDS (IFB)

NESCO UTILITY

INVITATION FOR BIDS (IFB)

FOR SUPPLY LAPTOPS

(COMPETITIVE BIDDING)

Tender Notice No- NESCO Utility /Laptop /03/ 5363 Date: 16.05.16

SECTION –I

- 1.0 For and on behalf of the NESCO Utility, the undersigned invites bids under two part bidding system in sealed cover in duplicate duly superscribed with tender Notice no- **NESCO Utility/ Laptop /03 / 5363** , **Date: 16.05.16** and date of opening dt.31.05.16 from the reputed manufacturers/authorized dealer/ registered traders only for design, manufacture, supply, testing, inspection, loading at factory, transportation to & unloading at site / stores including guaranteed obligation for supply of Laptops and Paper license.
- 2.0 **Submission of the Bids:**
- 2.1 The Bidders are required to submit a detailed and comprehensive bid, consisting of Technical and Commercial Proposal and conditions / schedule of non-compliance, if any. The submission of the Bids shall be in the manner specified in the instruction to Bidders. The due date of submission shall be **dt.01.06.16 up-to 3.0 PM**.
- 3.0 NESCO Utility will not be responsible for any costs or expenses incurred by bidders in connection with the preparation and delivery of bids.
- 3.1 NESCO Utility reserves the right to cancel, postpone, withdraw the invitation for Bids without assigning any reason thereof and shall bear no liability whatsoever consequent upon such a decision if the situation so warrants.

4.0 E.M.D & TIME SCHEDULES:

Description	Date
Last date for sale of tender papers	Dt.31.05.16 up to 5.0PM
Last Date for Submission of Tenders	Dt.01.06.16 up to 3.0PM
Opening of Tenders(Technical)	Dt.01.06.16 at 3.30PM
Completion of the delivery	30 days from the date of issue of Purchase Order as per Delivery schedule.
Cost of Tender Paper (Non-Refundable)	Rs. 6300.00 (Rupees Six Thousand Three Hundred only) for each item sl. No. 1 and Rs. 4200.00 (Rupees Four Thousand Two Hundred only) for item sl. No. 2 as mentioned in tender notice , in shape of Account Payee demand draft issued in favour of the ‘ Administrator NESCO Utility’ payable at Balasore .
Amount of E.M.D payable	Rs. 15000/-, Rs. 5500 /- for item Sl. No. 1&2 respectively ref. tender notice , in shape of account payee demand draft in favour of the “ Administrator NESCO Utility .”. For details, please refer clause no. 9.2 of ITB & tender notice .

NB: i) Bidders are free to quote one or both items .
ii) Bidders offering both items may furnish single demand draft of summative amount of tender paper cost of those items.
iii) Bidders offering both items may furnish single demand draft of summative amount of EMD of those items.

5.0 SCHEDULE OF REQUIREMENTS & DELIVERY:

Delivery within **30** days from the date of issue of Purchase Order for both the items.

Note: NESCO Utility may re-schedule the due date of delivery as per their requirement.

6.0 QUALIFICATION OF BIDDERS:

- a) The bidder should be a **manufacture/ authorized dealer/ registered traders** of quoted items. Proof of manufacture/ authorized dealer for the equipment/ items is to be submitted.
- b) Compliance to the technical specification of the equipment/item for which bids are submitted and the terms & conditions of the tender documents – Authorized person to specify, ‘all the above terms & conditions and specifications will be complied with’ and signed in respective pages
- c) The Bid must contain the letter head of the bidder mentioning:
 - (i) That the bid conforms to the terms and conditions of the tender.
 - (ii) Confirmation that the quoted rates are valid for 180days from the date of opening of the tender.
 - (iii) That the minimum warrantee period as specified against the item in the specification.
 - (iv) Details regarding the service centre, stocking of spares etc.
- d) The pre-installation requirement should be mentioned in the bid.
- e) The bid shall be accompanied by user’s certificate/ Self attested copies of Purchase Orders from any Distribution Utility/ Reputed Private Organization/ State Govt./ Central Govt. or their undertaking(s) in support of satisfactory performance of their above materials supplied earlier to them for the past 3 years.
- g) The bidder should submit the valid PAN & TIN No. etc
- h) Power of attorney authorizing the person who has filed the tender, if applicable.

- i) Original Tender document along with all schedules & formats is to be **duly signed** by the authorized person on all pages.

7.0 All correspondence with regard to the above shall be made to the following address:

**GM (Contract & Procurement)
Corporate Office, NESCO Utility ,
Januganj, Balasore, Odisha, Pin-756019,
Email-purchase@nescoodisha.com**

General Manager (C & P)
NESCO Utility , Balasore, Odisha

SECTION –II

INSTRUCTION TO BIDDERS (ITB)

**SECTION – II INSTRUCTION
TO BIDDERS**

1. SOURCE OF FUNDS:

1.1 NESCO Utility hereinafter referred to as the “**Purchaser**” is desirous of procurement of Laptops & Operating System..

2. SCOPE OF WORK:

2.1 The scope of work in brief shall include design, manufacture, testing, inspection, supply, loading & unloading , transportation to site / stores and installation at site, including guaranteed obligation of complete supply of materials in conformity to the technical specification enclosed herewith in **Section – IV**.

3. DISCLAIMER:

3.1 This Document includes statements, which reflect various assumptions, which may or may not be correct. Each Bidder should conduct its own estimation and analysis and should check the accuracy, reliability and completeness of the information in this Document and obtain independent advice from appropriate sources in their own interest.

3.2 Neither Purchaser nor its employees will have any liability whatsoever to any Bidder or any other person under the law or contract, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage whatsoever which may arise from or be incurred or suffered in connection with anything contained in this Document, any matter deemed to form part of this Document, provision of Services and any other information supplied by or on behalf of Purchaser or its employees, or otherwise arising in any way from the selection process for the Supply / provision of Services for the Project.

3.3 Though adequate care has been taken while issuing the Bid document, the Bidder should satisfy him self that documents are complete in all respects. Intimation of any discrepancy/ doubt shall be sent to the Purchaser address for speedy response.

3.4 This document and the information contained herein are **Strictly Confidential** and are for use of only the person (s) to whom it is issued/ downloaded from the website. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient’s professional advisors).

4. COST OF BIDDING:

4.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid and **Purchaser** will in no case be responsible or liable for those costs.

5. BIDDING DOCUMENTS:

5.1 The Scope of Work, Bidding Procedures and Contract Terms are described in the Bidding Documents. In addition to the covering Letter accompanying Bidding Documents, the Bidding documents include:

- | | | |
|---|---|--------------|
| Invitation of Bids (IFB) | - | Section –I |
| Instruction to Bidders (ITB) | - | Section –II |
| General Terms and Conditions of Contract (GTCC) | - | Section –III |
| Technical Specification | - | Section –IV |
| List of Annexure | - | Section –V |

5.2 The Bidder is expected to examine the Bidding Documents, including all Instructions, Forms, Terms and Specifications. Failure to furnish all information required in the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will / may result in the rejection of the Bid.

6. **AMENDMENT OF BIDDING DOCUMENTS:**

6.1 At any time prior to the deadline for submission of Bids, the **Purchaser** may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by way of issuing an addendum.

6.2 The Amendment/ Addendum shall be part of the Bidding Documents, pursuant to Clause 6.1, and it will be binding on the bidders.

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

7. **LANGUAGE OF BID:**

The Bid, prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and the **Purchaser**, shall be written in the English Language.

8. **DOCUMENTS COMPRISING THE BID:**

8.1 **The Bid prepared and submitted by the Bidder shall comprise of two parts i.e. Part-I (Techno-Commercial Bid), & Part-II (Price Bid) .**

(A) The Part-I (Techno-Commercial Bid) must contain the following documents:

(a) Bid Document signed by the bidder in every page, all other Schedules / Formats enclosed in the Bid-Documents (i.e. Annexure-I, II, IV, V) duly filled in & signed by the bidder with seal in a separate envelope super scribed as Techno Commercial Bid. **Bids containing information in formats other than our prescribed formats shall not be acceptable and may make the bid non-responsive.**

(b) Requisite Earnest Money Deposit (E.M.D) as per clause No. 4 of Section –I, IFB in a separate envelope superscribed as “EMD” **failing which the bid may be treated non-responsive.**

(c) (i) Self attested copies of Purchase Orders executed in last 3 Years.
(ii) Self attested copies of Performance Certificates / Successful contract completion Certificates from the buyers preferably from Electricity Distribution Utilities / Government Organizations.

(d) Power of Attorney / Board resolution indicating that the person(s) signing the Bid have the authority to sign the Bid and as such the Bid is binding upon the Bidder during the full period of its validity.

(e) Requisite **Cost of Tender Document as per clause 4 of Section –I, IFB** in shape of account payee Bank draft from a Nationalized/Scheduled Bank in favour of the “Administrator NESCO Utility” Payable at Balasore is to be enclosed along with the Bid, if the document is downloaded from our web-site.

(B) Part-II (Price Bid) :

The Price Bid shall contain the price schedules as per the prescribed format enclosed as (Annexure-III) duly filled in & signed by the bidder with seal **in separate sealed envelope one for Laptop and another for Operating System (Paper License) .**

(This shall be submitted in a **sealed envelope separately duly super scribed as “Price Bid” for Laptop or for Operating System (Paper License)**)

9.0 **SUBMISSION OF BID:**

9.1 The Bidder shall complete and submit the Bid Document in duplicate enclosing all documents at clause “8” above in two sealed envelopes for Original & Duplicate separately, superscribing the Tender Notice No....., Date ..., Date of Opening..... & Description of Material .

9.2 **E.M.D:**

9.2.1 The bidder shall submit E.M.D as a part of the bid in the prescribed manner for the amount mentioned in Clause No.4 of Section –I.

9.2.2 The E.M.D is required to protect the Purchaser against the risk of bidder’s conduct, which would warrant the security’s forfeiture.

9.2.3 The E.M.D shall be in the following form:

A/C payee demand draft or B.G in favour of the “Administrator NESCO Utility . issued by a Nationalized/Scheduled Bank payable at Balasore.

9.2.4 Unsuccessful bidder’s E.M.D shall be refunded back as promptly as possible, but not later than thirty (30) days after the expiry of the period of bid validity. The successful bidder’s E.M.D shall be discharged upon furnishing of the performance security.

9.2.5 The E.M.D may be forfeited due to following reasons:

- 1) If the bidder withdraws bid during the period of bid validity specified by the bidder in the bid form.
- 2) In case the successful bidder fails to sign the contract in specified time and / or fails to submit the requisite performance Bank guarantee.
- 3) In case of failure to supply the materials / equipment during the contractual delivery period.

10 **EVALUATION AND COMPARISON OF BIDS:**

10.1 The evaluation of Bids shall be done basing on the delivered cost competitiveness basis for the item.

10.2 The evaluation of the Bids shall be a stage-wise procedure. The following stages are identified for evaluation purposes:

In the first stage, the Bids would be subjected to a responsiveness check as detailed with the Technical Proposals and the Commercial terms & conditions of the Bidders would be evaluated and discussed as per clause 11 of this document.

10.3 **The Purchaser’s evaluation of a Bid will take into account, in addition to the Bid price, the following factors, in the manner and to the extent indicated in this Clause:**

a) Delivery Schedule:

b) Deviations from Bidding Documents as mentioned in Non-Compliance Schedule.

c) Past performance and capability to execute the contract.

d) Inspection/Test reports

Bidders shall base their Bid price on the terms and conditions specified in the Bidding Documents. The Cost of all quantifiable deviations and omissions from the specification, terms and conditions, specified in Bidding Documents shall be evaluated. The Purchaser will make his own assessment of the cost of any deviation for the purpose of ensuring fair comparison of Bids.

AWARD OF CONTRACT:

- 11.0 In normal circumstances the Purchaser will generally award the Contract to the successful Bidder whose Bid has been determined to be the lowest evaluated responsive Bid, provided further that the Bidder has been determined to be qualified to perform the Contract satisfactorily. The purchaser reserves the right to distribute the tender quantity among the qualified bidders at the **lowest price of make similar to technical specification.**

11.1 CONTACTING THE PURCHASER:

- 11.1.1 From the time between Bid opening to award of contract, if any Bidder wishes to contact the Purchaser on any matter related to the Bid, he should do so in writing.
- 11.1.2 Any effort by a Bidder to influence the Purchaser and / or in the Purchaser's decisions in respect of Bid evaluation, Bid comparison or Contract of Award, will result in the rejection of the Bidder's Bid.

11.2 THE PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS OR TO RELAX ANY TERMS AND CONDITIONS:

- 11.2.1 The Purchaser reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders regarding the grounds for the Purchaser's action.
- 11.2.2 In the interest of work, the Purchaser reserves the right to relax any terms and conditions without affecting the quality & price of the equipments.

- 11.3 The Purchaser will award the Contract to the successful Bidder whose Bid has been determined to be the lowest- evaluated responsive Bid, provided further that the Bidder has been determined to be qualified to perform the Contract satisfactorily. The Purchaser at its option/ discretion may split the total quantity to be supplied between two or more Techno-Commercially responsive Bidders in case of the bid prices are same and early delivery is required by the purchaser.

11.4 THE PURCHASER'S RIGHT TO VARY QUANTITIES:

The Purchaser reserves the right to vary the quantity i.e. increase or decrease the number of materials without any change in terms and conditions at the time of placing the orders or during the execution of the Contract.

11.5 LETTER OF INTENT / NOTIFICATION OF AWARD:

11.5.1 The letter of intent / Notification of Award shall be issued to the successful Bidder(s) whose bid(s) have been considered responsive, techno-commercially acceptable and evaluated to be the Lowest (L1). The successful Bidder shall be required to furnish a letter of acceptance to it **within 5 days** of issue of the letter of intent / Notification of Award by Purchaser.

12.0 **OUT RIGHT REJECTION OF TENDERS:** :- Tenders shall be rejected outright with the following conditions.

- (i) Tenderers without NESCO Utility tender document.
- (ii) Non-submission of tender in person or by Registered Post with A.D.
- (iii) Telegraphic/E-mail submission of tender.
- (iv) Offer price of the tender for less than 180 days.
- (v) Non-compliance of our stipulated terms & conditions.

NESCO Utility reserves the right to modify, cancel, split, postpone, withdraw the invitation of bids without assigning any reason thereof and shall bear no liability whatsoever consequent upon such a decision

General Manager (C & P)
NESCO Utility, Balasore, Odisha

SECTION –III

GENERAL TERMS AND CONDITIONS OF CONTRACT (GTCC)

SECTION –III

GENERAL TERMS AND CONDITONS (GTCC)

The bidders are requested to submit the tender as per instructions given below. The tenders not prepared as per our terms detailed below are liable for rejection.

SCOPE OF WORK:

Manufacturers or authorized dealers shall quote their price as per specification given. Any other additional features may be quoted.

- 1.0 **PRICE:** - The price quoted should be firm & FOR Destination, Store Depot, NESCO Utility, Balasore. The rate and total should be entered both in figures and words and any correction should be attested under the Seals of the Firm. No revision of rates from that originally quoted will be allowed within the validity period. The rate should be quoted at work site inclusive of all taxes and duties as per enclosed Price bid format.
- 2.0 **TAXES & DUTIES:-**
 - a. A bidder will be entirely responsible for quoting the correct taxes & duties, other local taxes or levies if any, license fees etc, he has to incur until completion of the contract. For the purpose of evaluation the bidder should clearly indicate the Excise duty, Sales tax/ VAT and any other taxes & levies payable in the respective columns.
 - b. If the rates of statutory levies assumed by the bidder are less than the actual rates prevailing at the time of bidding, the purchaser will not be responsible for such errors. If the rates of statutory levies assumed by the bidder are later proved to be higher than the actual/ correct rates prevailing at the time of bidding, the difference will be passed on to the credit of the purchaser.
- 3.0 **FREIGHT:-** The rates are inclusive of Freight charges.
- 4.0 **PACKING & FORWARDING:** - The rates are inclusive of packing & forwarding charges.
- 5.0 **MANNER OF EXECUTION:** All materials to be supplied under the contract shall confirm to the relevant Specifications.
- 6.0 **DELIVERY:** - The materials should be delivered within 30 days from the date of issue of this letter of Award or purchase order in phase manner.
- 7.0 **CONSIGNEE:-** S.D.O.(Elect.), Stores, Balasore.
- 8.0 **PAYMENT:** -

100% value of consignment will be paid on receipt of materials in good conditions at stores/ desired destination and verification there of subject to approval of the Guarantee certificates & Test Certificates and successful installation at site.
- 9.0 **PENALTY:**

The amount of penalty for delay delivery under the contract will be 0.5 percent per week of the contract price of the undelivered quantity after contract period, subject to a maximum of five percent (5%) of the contract price.

10.0 **TEST CERTIFICATE**:-You are requested to send the same from the manufacturers work laboratory in triplicate to this office for verification & approval.

11.0 **GUARANTEE**:- The supplier shall guarantee the materials supplied against any defect or failure, which arise due to faulty materials, workmanship or design for the entire defects liability period. The defect liability period shall be 3 years (on site warrantee) for Laptop as mentioned against the item from the date of receipt of materials (last consignment) at stores/site . If during this period any materials or items are found defective, these shall be promptly replaced or rectified by the supplier at his own cost at buyers place including the installation cost, if any.

12.0 **INSPECTION**: - Competent authority will depute any authorized person for pre-dispatch inspection for which Bidder has to provide necessary assistance and facilities at its work site. Physical inspection of the materials shall be carried out at destination after receipt of materials. The materials not found suitable during inspection, will be rejected.

13.0 **FREE REPLACEMENT**:- Free replacement for loss or damage of materials during transit shall be made good by you immediately on receipt of information from the Consignee without waiting for settlement of your claim with the Carriers and Insurers.

14.0 VALIDITY:

14.1 Price should be firm and offer should be valid for a period of 6 months from the date of opening of the tenders / placement of work order.

14.2 Tenders with lesser validity period will be rejected outright at the time of opening of the tender.

14.3 Tender with conditional validity or rates will be rejected outright at the time of opening of the tender.

15.0 PACKING :

The materials / equipments shall be packed by the seller suitably as per the standard procedure for safe transport to the site / store. The cases shall be clearly marked showing distinctly the name and address of the consignee. In case of special instructions, such as “this end up”, “fragile”, “handles with care” etc., the same shall be clearly displayed on the cases.

16.0 **CONSEQUENCES OF DEFAULT:** Events of Default. Each of the following events or occurrences shall constitute an event of default (“Event of Default”) under the Contract:

(a) Seller fails or refuses to pay any amount due under the Contracts.

(b) Seller fails or refuses to deliver Commodities conforming to his Bid document/ specifications, or fails to deliver Commodities and, or execute the works assigned to them within the period specified in P.O or any extension thereof.

(c) Seller becomes insolvent or unable to pay its debts when due, or commits any act of bankruptcy, such as filing any petition in any bankruptcy, winding-up or reorganization proceeding, or acknowledges in writing its insolvency or inability to pay its debts; or the Seller’s creditors file any petition relating to bankruptcy of Seller.

(d) Seller otherwise fails or refuses to perform or observe any term or condition of the Contract and such

failure is not remediable or, if remediable, continues for a period of 30 days after receipt by the Seller of notice of such failure from Purchase.

17.0 FORCE MAJEURE:

The term "Force Majeure" as employed herein include, acts of God or force of nature, landslide, earthquake, flood, fire, lightning, explosion, major storm (hurricane, typhoon, cyclone etc.) or major storm warning, tidal wave, shipwreck and perils of navigation, act of war (declared or undeclared) or public enemy, strike (excluding employee strikes, lockouts or other industrial disputes or action solely among employee of Contractor or its subcontractors) act or omission of Sovereign States or those purporting to represent Sovereign States, blockade, embargo, quarantine, public disorder, sabotage, accident or similar events beyond the control of the parties or either of them.

Force Majeure shall not include occurrences as follows:

1. Late delivery of materials caused by congestion of Seller's facilities or elsewhere, and oversold condition of the market, inefficiencies, or similar occurrences.
2. Late performance by Seller and / or Sub-Seller caused by unavailability of raw materials, supervisors or labour, inefficiencies of similar occurrences.
3. Mechanical breakdown of any item of Seller's or its Sub-Seller's equipment, plant or machinery.
4. Delays due to ordinary storm or inclement weather or
5. Non-conformance by Sub-Seller

Unless the delay arises out of a Force Majeure occurrence and is beyond both Seller's and Sub-Seller's or Seller's control and an alternate acceptable source of services, equipment or material is unavailable. Additionally, Force Majeure shall not include financial distress of Seller or any Sub-Seller.

18.1 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which the cause lasts.

18.2 Upon the occurrence of any Force Majeure event, the party so affected in the discharge of its obligation shall promptly, but no later than seven (7) days give written notice of such even to the other party. The affected party shall make every reasonable effort to remove or remedy the cause of such Force majeure or mitigate its effect as quickly as possible. If such occurrence results in the suspension of all or part of the work for a continuous period of more than 10(ten) days, the parties shall meet and determine the measures to be taken.

18.3 Any delay or failure in performance by either party hereto shall not give rise to any claims for damages or loss of anticipated profits if and to the extent, such delay or failure is caused by Force Majeure.

**General Manager (C & P)
NESCO Utility ,Balasore.**

SECTION –IV

TECHINICAL SPECIFICATIONS

1.0 Technical Specification of Laptop

Make : HP / Lenovo / DELL (Commercial Model only)

Microprocessor Intel Dual Core / Core I3 processor (Latest Generation) Intel Hyper-Threading Technology, AVX2, Intel-64 Enhanced Speed Step Technology, VT-x
Memory 4 GB PC3-12800 DDR3L-1600 (12800 MB/s) 2 SODIMM Slots (Upgradeable to 8 GB)
Hard Drive 500 GB Serial ATA
8X Super Multi Drive with DL M-DISC support DVD-ROM : 8X read DVD : 8X ±R write; 8X +RW, 6X -RW re-write DVD±R DL : 6X write CD : 24X write; 16X re-write; 24X read max speed DVD-RAM : 5X read and write
Video Graphics Intel HD Graphics 5500
Widescreen LED Display 15.6" LED Backlit Widescreen Diagonal Size – 15.6" (39.62 cm) 1366 x 768 HD (720p) 16:9 True Wide Aspect Ratio
Audio / Speakers DTS Studio Sound Dual Speakers
Multi-Format Digital Media Reader SD, SD-HC, SD-XC
Networking Wired LAN - Integrated 10/100 BaseT Wireless LAN - Integrated 802.11b/g/n Compatible with Mira cast-certified devices PAN - Integrated Bluetooth 4.0
Keyboard and Pointing Device Full-size Textured Island Style Keyboard Numeric Keypad

<p>Interface</p> <p>One HDMI v1.4</p> <p>One USB 3.0 and Two USB 2.0 Ports</p> <p>One Headphone-Out / Microphone-In Combo Jack</p> <p>One RJ-45 - NIC</p> <p>Kensington Lock Slot</p>
<p>Webcam and Microphone</p> <p>True Vision HD Webcam – 1280 x 720 by 30 frames</p>
<p>Battery</p> <p>4 Cell Lithium Ion</p>
<p>Operating System</p> <p>DOS</p>
<p>Warranty</p> <p>3 Years On Site Warranty</p>
<p>Carry Bag- Laptop Backpack</p>

Operating System - Winpro 10 SNGL OLP NL LEGALIZATION GETGENUINE (PAPER LICENSE)

SECTION –V

LIST OF ANNEXURES (SCHEDULES AND FORMATS)

ABSTRACT OF GENERAL TERMS AND CONDITIONS

Offered Materials : Laptop / Paper license

1. Whether the bidder is a Manufacturer or Authorized dealer & furnished relevant documents: Yes / No
2. Required Cost of Tender Furnished Yes / No
3. Whether Inspection/Test certificates by User, enclosed with the bid: Yes / No
4. Manufacturer's past supply experience including user's certificate furnished or not: Yes / No
5. Deviation to the specification, if any
(List enclosed or not):- Yes / No
6. Whether agreed to Purchaser's Delivery schedule: Yes / No
If agreed,
 - a) Date of commencement :
 - b) Rate of delivery per month :
7. Whether agreed to Purchaser's Guarantee clause:- Yes / No
8. Whether agreed for 180 days' validity period of Prices Yes / No
9. Whether the Prices are **FIRM**? Yes / No
10. Whether agreed to penalty for delayed delivery: - Yes / No
11. Whether agreed to Purchaser's standard terms of payment or not: Yes / No
12. Valid ITCC & STCC furnished or not: Yes / No

Signature of the bidder
With seal of the Bidder

This form is to be duly filled up & signed by the Bidder along with seal & submitted along with the Part-I of tender.

DECLARATION FORM

To

Sir,

Having examined the above specifications together with the Tender terms and conditions referred to therein.

- 1- I / we the undersigned do hereby offer to supply the materials covered thereon in complete shape in all respects as per the rules entered in the attached contract schedule of prices in the tender.
- 2- I / we do hereby undertake to have the materials delivered within the time specified in the tender.
- 3- I / we do hereby guarantee the technical particulars given in the tender supported with necessary reports from concerned authorities.
- 4- I / we do hereby certify to have furnished a copy of the tender specifications by remitting Cash/ Demand draft & this has been duly acknowledged by you in your letter No.....Dt.....

Signed this.....Day of.....200....

Yours faithfully

Signature of the Bidder with seal

bid) (This form should be duly filled up & signed by the bidder & submitted along with the original copy of the

PRICE BID**Price Schedule for Materials Offered****Make :**

Sl no.	Item Description	Quantity (In No.)	Base Rate/Unit (In Rs)	Taxes	Landed Price/Unit (In Rs)	Amount (In Rs)
1						
	Total Amount In Rs					

N.B : The above prices are inclusive of all taxes & duties, packing& forwarding , freight & Insurance .

Signature of Bidder with Seal

(TECHNICAL DEVIATION FORMAT)

Prescribed as per Tender Specification	Deviation in the bidder's Offer
Make : HP/ Lenovo / Dell (COMMERCIAL MODELS only)	
Microprocessor Intel Dual Core / Core I3 processor (Latest Generation) Intel Hyper-Threading Technology, AVX2, Intel-64 Enhanced Speed Step Technology, VT-x	
Memory 4 GB PC3-12800 DDR3L-1600 (12800 MB/s) 2 SODIMM Slots (Upgradeable to 8 GB)	
Hard Drive 500 GB Serial ATA	
8X Super Multi Drive with DL M-DISC support DVD-ROM : 8X read DVD : 8X ±R write; 8X +RW, 6X -RW re-write DVD±R DL : 6X write CD : 24X write; 16X re-write; 24X read max speed DVD-RAM : 5X read and write	
Video Graphics Intel HD Graphics 5500	
Widescreen LED Display 15.6" LED Backlit Widescreen Diagonal Size – 15.6" (39.62 cm) 1366 x 768 HD (720p) 16:9 True Wide Aspect Ratio	
Audio / Speakers DTS Studio Sound Dual Speakers	
Multi-Format Digital Media Reader SD, SD-HC, SD-XC	
Networking Wired LAN - Integrated 10/100 BaseT Wireless LAN - Integrated 802.11b/g/n Compatible with Mira cast-certified devices PAN - Integrated Bluetooth 4.0	
Keyboard and Pointing Device Full-size Textured Island Style Keyboard Numeric Keypad	

Interface One HDMI v1.4 One USB 3.0 and Two USB 2.0 Ports One Headphone-Out / Microphone-In Combo Jack One RJ-45 - NIC Kensington Lock Slot	
Webcam and Microphone True Vision HD Webcam – 1280 x 720 by 30 frames	
Battery 4 Cell Lithium Ion	
Operating System DOS	
Warranty 3 Years On Site Warranty	
Carry Bag- Laptop Backpack	

Operating System - Winpro 10 SNGL OLP NL LEGALIZATION GETGENUINE (PAPER LICENSE)	
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Bidder's Signature with Seal.

N.B :

The bidder has to mention all technical deviations in his offer which differs from the Technical Requirement of this Tender in above format. Deviations not mentioned in above format but mentioned in any other format or in any other part of the offer document shall not be considered as deviation and the bidder shall be deemed to have accepted our technical requirement without deviation.

SELF DECLARATION FORM

Name of the Purchaser:
Tender Notice No. :

Sir;

1. I / we, the undersigned do hereby declare that, I / we have never ever been blacklisted and / or there were no debarring actions against us for any default in supply of material / equipments or in the performance of the contract entrusted to us in any of the Electricity Utilities of India.
2. In the event of any such information pertaining to the aforesaid matter found at any given point of time either during the course of the contract or at the bidding stage, my bid/contract shall be liable for truncation / cancellation / termination without any notice at the sole discretion of the purchaser.

Place:
Date:

Yours Faithfully

Signature of the bidder with Seal

(This form shall be duly filled-up and signed by the bidder & submitted along with the original copy of the Bid.)

ANNEXURE – VI

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(ON NON-JUDICIAL STAMP PAPER OF Rs.100/-)

Ref Date Bank Guarantee No:

In accordance with invitation to Tender Notice No.----- Dated ----- of NESCO Utility for the purchase of

_____ (name of Material)

M/s _____ Address _____

_____ wish/wished to participate in the said tender and as the Bank Guarantee for the sum of Rs. [Rupees _____ Valid for a period of days (in words) is required to be submitted by the Bidder.

1. We the _____ [Indicate the Name of the Bank] [Hereinafter referred to as „the Bank“] at the request of M/S _____ [Herein after referred to as supplier (s)] do hereby unequivocally and unconditionally guarantee and undertake to pay during the above said period, on written request by NESCO Utility an amount not exceeding Rs. _____ to the NESCO Utility, without any reservation. The guarantee would remain valid up to 4.00 PM of _____ [date] and if any further extension to this is required, the same will be extended on receiving instructions from M/s _____ on whose behalf this guarantee has been issued.

2. We the _____ [Indicate the name of the bank] do hereby further undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the NESCO Utility stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the NESCO Utility by reason of any breach by the said supplier [s] of any of the terms or conditions or failure to perform the said Bid. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (in wards)

3. We, the _____ Bank undertake to pay the NESCO Utility any money so demanded not withstanding any dispute or disputes so raised by the supplier [s] in any suit or proceeding instituted/pending before any Court or Tribunal relating thereto, our liability under this agreement 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(s) shall have no claim against us for making such payment.

4. We, the _____ Bank [Indicate the name of the bank] or our local branch at Balasore further agree that the guarantee herein contain shall remain in full force and effect during the aforesaid period of ----- days and it shall continue to be so enforceable till all the dues of the NESCO Utility under by virtue of the

said Bid have been fully paid and its claims satisfied or discharged or till NESCO Utility certifies that the terms and conditions of the said Bid have been fully and properly carried out by the said Supplier [s] and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _(date) we shall be discharged from all liability under this guarantee thereafter.

5. We, the _____Bank [Indicate the name of the bank] or our local branch at Balasore further agree that the NESCO Utility shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said Bid or to extend time of performance by the said Supplier [s] from time to time or to postpone for any time or from time to time any of the powers exercisable by the NESCO Utility against the said supplier [s] and to forbear or enforce any of the terms and conditions relating to the said bid and we shall not be relieved from our liability by reason of any such variation, postponement or extension being granted to the said Supplier [s] or for any forbearance act or omission on the part of the NESCO Utility or any indulgence by the NESCO Utility to the said Supplier[s] or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the name, style and constitution of the Bank or the supplier [s].

7. We, the _____Bank or our local branch at Balasore lastly undertake not revoke this Guarantee during its currency except with the previous consent of the NESCO Utility in writing.

8. We, the _____Bank further agree that this guarantee shall also be invokable at our place of business at Balasore (**Indicate detail address of local branch with code no.**) in the State of Odisha.

Dated _____Day of
2012.

Witness ((Signature, names & address)
Bank]

1.
2

For_____ [Indicate the name of

Power of Attorney No. _____

Date: _____ SEAL OF BANK

Note: The non-judicial stamp paper of worth Rs.100/- shall be purchased in the name of the bank, which has issued the bank guarantee.

