REQUEST FOR PROPOSAL (RFP)

For

Empanelment of Agency for supply and commissioning of Laptop for students in the State of Chhattisgarh under Chhattisgarh Yuva Soochana Kranti Yojana

Directorate of Technical Education, Chhattisgarh, Raipur (DTE)

Indrawati Bhavan,

3rd Block, 3rd & 4th Floor Naya Raipur, Chhattisgarh– 492002

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SHORT TITLES USED IN THE TENDER DOCUMENT

1.	**Bidder**	Bidder means the Original Equipment Manufacturer (OEM) who makes a formal offer in pursuance of the Tender floated either directly or through a single authorized distributor.
2.	**Successful Bidder**	Successful Bidder means the Bidder who becomes successful through the Tender process.
3.	**Day**	A day means a calendar day
4.	**Service Centre**	Service Centre means the centre or place, wherein the Bidder, inter-alia undertakes and performs the service activities relating to the Laptop indicated in the Tender and shall include a **Direct service centre or Authorized service centre.**
5.	**Authorized Service Centre**	Authorized Service Centre means a Service Centre run by the Bidder through another party by entering into a valid commercial contract.
6.	**Testing Agency**	Testing Agency notified by Department of Technical Education, Government of Chhattisgarh or DTE for the purpose of sample Laptop testing.
7.	**Call Centre**	Call Centre means the Centre or the Place wherein the Bidder shall make arrangements to receive complaints/service calls from the customer/ Department of Technical Education, Government of Chhattisgarh or DTE.
8.	**Cost**	Cost means the total cost to be incurred towards the purchase of Laptop and also charges to be incurred towards maintenance of Laptop in the warranty period.
9.	**Purchaser**	Purchaser means the Government of Chhattisgarh for whom the procurement is made through this Tender.
10.	**DTE**	Procurement agency on behalf of Government of Chhattisgarh
11.	**Commissioning**	Commissioning means the Laptop would have to be switched on and the functioning has to be tested in the presence of the acceptance team.
12.	**End user**	End user means the person to whom the Laptop is actually delivered for use.
13.	**District**	At present there are 27 Districts in Chhattisgarh

1. IMPORTANT NOTE & TENDER NOTICE:

DTE invite bids for empanelment of agency for supplying and commissioning of Laptop for students in the state of Chhattisgarh. All bids should be addressed to:

Director,
Directorate of Technical Education
Indrawati Bhavan, 3rd Block, 3rd & 4th Floor
Naya Raipur, Chhattisgarh, PIN-492002.

Bids received after the due date will be rejected.

The document can be downloaded from the website www.cgstate.gov.in. The parties are advised to study the document carefully. Submission of response to this Request for Proposal shall be deemed to have been done after careful study and examination of this document with full understanding of its implications.

Bidders must ensure that they submit all the required documents indicated in the RFP document without fail. Bids received without supporting documents for the various requirements mentioned in the tender document are liable to be rejected at the initial stage itself. The data sheet for the critical components should be submitted by the Bidder for the scrutiny.

DTE reserves the right to accept or reject in part or full any or all the offers without assigning any reasons.

2. CHECKLIST FOR ENCLOSURES

#	Bid Enclosures	YES or NO
1.	Whether the Tender is submitted in Three covers EMD Envelope, Tech-Commercial Bid and Price Bid?	**YES or NO**
2.	Whether Three covers are put into an outer cover?	**YES or NO**
3.	Whether Bid contains the following	**YES or NO**
3.1	Bidder's undertaking covering letter in the Letter Head shall be signed by the authority, stamped and submitted.	**YES or NO**
3.2	Signed and stamped Letter of Authorization or Power of Attorney for signing the Tender document shall be submitted.	**YES or NO**
3.3	Manufacturer's authorization letter(s), wherever applicable shall be signed, stamped and submitted	**YES or NO**
3.4	All pages of the blank RFP document in full shall be signed by the authority, stamped and submitted	**YES or NO**
3.5	Earnest Money Deposit (EMD) amount as specified in the Tender	**YES or NO**
3.6	Filled up Technical Bid shall be signed by the authority, stamped and submitted	**YES or NO**
3.7	All supporting documents for proving the Eligibility Criteria shall be signed by the authority and stamped in all pages	**YES or NO**
3.8	Supporting documents to meet the Eligibility Criteria	**YES or NO**
	a) All the supporting documents to meet the Eligibility Criteria as laid down in the Tender shall be signed by the authority and stamped	**YES or NO**
	b) Bidder's Certificate of Incorporation	**YES or NO**
	c) The Technical information of the products being offered along with brochure / data sheet etc.	**YES or NO**
	d) For Laptop sales, copy of the invoices for the sales made or proof of statutory documents like Excise duty returns or Sales Tax Returns or any other legally valid document should be submitted.	**YES or NO**
	e) ISO 9001:2008 certificates for manufacturing process shall be enclosed.	**YES or NO**
	f) Bidder's undertaking letter to meet the Blacklisting criteria shall be submitted	**YES or NO**
	g) Commitment letter for service support from the Laptop Manufacturer as per **ANNEXURE-V.**	**YES or NO**
	h) Laptop test certificate as per the IS 14896:2001 from a notified testing agency.	**YES or NO**
	I) Submit a proof for testing the proposed model laptop by Government agency namely STQC, EdCIL, ERTL, ETDC for testing of Laptop.	**YES or NO**
4.	Whether Price Proposal (Envelope-C) contains the following	**YES or NO**
	a) Filled price proposal with signature & stamp in all pages shall be	**YES or NO**

	submitted	
	b) Whether corrections or overwriting if any is attested?	**YES or NO**

3. INTRODUCTION

ABOUT DTE

Directorate of Technical Education, Chhattisgarh (DTE) caters for engineering, technology, management, architecture, computer application, pharmacy courses etc. in the State of Chhattisgarh. Goal of technical education is to provide value based quality technical education through judicious use of resources available in the state. Directorate of Technical Education is committed to develop technical education in the state by the use of recent trends and experimentation in the Information Technology. Department of Technical Education has been given responsibility to procure and distribute Laptops and Tablets under Chhattisgarh Yuva Soochna Kranti Yojana to the eligible students of higher education, studying in final year of academic session 2015-16.

ABOUT THIS REQUEST FOR PROPOSAL (RFP)

The Government of Chhattisgarh has decided to distribute about 18,000 Laptops under Chhattisgarh Yuva Soochna Kranti Yojana to final year Engineering, Medical, MCA, AYUSH, and Agriculture eligible students for the academic year 2015-2016 and commence the distribution from 15 March, 2016. The Laptops will be procured in a transparent manner through competitive bidding process. Selected bidders would be required to set up service centers in the district headquarters of the state of Chhattisgarh.

DTE invites Tenders for Rate Contract through Competitive Bid for supply and commissioning of Laptops as per the Technical Specifications given in this Tender document for supply as above.

The Successful Bidder(s) should work closely with the Government of Chhattisgarh departments involved in implementing the distribution of Laptops and ensure success of the programme.

4. SCHEDULE OF RFP

1	**Tender No.**	**02/CYSKY/ DTE/LAPTOP /2016**
2	Scope of Work	Empanelment of Agency for supplying and commissioning of Laptop for eligible students in the State of Chhattisgarh
3	Name of the tender issuer	Director, Technical Education, Chhattisgarh
4	Date of issue of tender document	Thursday, 28/01/2016
5	Date of Sending Pre bid Query	Wednesday, 03/02/2016
6	Pre Bid Conference	Wednesday, 03/02/2016 at 3:00 PM
7	Pre Bid response publish on website	Friday, 05/02/2016
5	Last Date for Submission of Bids	Thursday, 18/02/2016 up to 3:00 PM
6	Date of Opening of Tech-commercial Bids	Thursday, 18/02/2016 at 3:30 PM
7	Date of opening of Price Bid	To be informed later through e-mail and telephone (Bidder should furnish the mobile number and e-mail of one authorized representative)
8	Place of Submission & Opening of Bids	Office of Directorate of Technical Education Indrawati Bhavan, 4th Block, 3rd & 4th Floor Naya Raipur, Chhattisgarh 492002.
9	Address of Communication	Office of Directorate of Technical Education Indrawati Bhavan, 4th Block, 3rd & 4th Floor Naya Raipur, Chhattisgarh 492002.
10	Cost of Tender Document	INR 25,000 /- (INR Twenty Five thousand only) non refundable through Demand draft from any Nationalized/ Scheduled Bank in favor of "Director of Technical Education, Chhattisgarh, Raipur" payable at Raipur **prior to last date of submission** or **along with Bid.**
11	Earnest Money Deposit (EMD)	INR 1,25, 00,000/- (INR One Crore Twenty Five Lac only) in form of Bank Guarantee from nationalized / Scheduled Bank in favour of Director, Directorate of Technical Education payable at Raipur

5. ELIGIBILITY CRITERIA

The bidder should meet the following Eligibility Criteria and must submit documentary evidence in support of their claim for fulfilling the criteria and they should submit an undertaking on their letterheads to the fairness of these documents while submitting the bid. The bids received without the documentary evidence will be rejected outright.

#	Minimum Eligibility Criteria	Proof to be submitted for fulfilling the Eligibility Criteria
1.	Bidder should be from one of the top 5 OEM firms in terms of market share of Laptops / Desktop Globally or in India in any quarter as per International Data Corporation (IDC) report for the year 2013-14 or 2014-15.	Bidder is required to submit the document validating the same.
2.	Bidder should have possessed the ISO 9001:2008 certification for the manufacturing process.	Valid ISO 9001:2008 certificate for manufacturing process should be submitted.
3.	Bidder should not have been blacklisted by any of the State/Central Government or organizations of the State/Central Government in India in the past three years	Self-Declaration in this regard by the authorized signatory of the bidder.
4.	The bidder should have a local office in the state. However, if the local presence is not there in the state, the selected bidder should give an undertaking for arranging for the same within one month of award of the contract.	Undertaking letter should be submitted by the Bidder.
5.	The bidder should submit valid undertaking letter for Hardware and System Software confirming following: 1. OEM Undertake that the support including spares, updates, patches, security patches, fixes, bug fixes, for the quoted products shall be available for minimum 1 year; 2. Confirm that the products meet the technical & functional requirements & Products quoted are latest version / specification and not the end of life.	A letter of Undertaking by OEM should be submitted as per Annexure provided in this RFP
6.	OEM whose products have been offered in the bid shall have Technical Assistance Centre (TAC) and shall have Toll Free Number for TAC. OEM should have their own office in India manned with their own engineers.	Documentary proof for the same should be submitted by the OEM.
7.	The bidder should furnish, as part of its proposal, an Earnest Money Deposit (EMD) of the Rs. 1,25,00,000/- (Rs. One	Attach original Bank

#	Minimum Eligibility Criteria	Proof to be submitted for fulfilling the Eligibility Criteria
	Crore Twenty Five Lac only) The EMD should be in the form of Bank Guarantee (As per format prescribed in this RFP) issued by a Nationalized / Scheduled Bank.	Guarantee

Note:

1) In case, the Bidder is a foreign company, it should appoint a Company in India as its legal representative and the Indian representative company should possess a legally enforceable and valid authorization from the foreign bidder delegating the powers to participate in the Bid negotiations and to confirm the same on behalf of the Foreign Bidding Company. Further in the said authorization, the Foreign Bidding Company should undertake to ratify and confirm the acts of the Indian Representative Company without any protest or demur later.

6. SCOPE OF WORK

The scope of work necessarily, but not exclusively includes the following activities:-

a. Proposed Laptop should comply with Acceptance Test Procedure mentioned in Annexure -VII and standard mentioned in this RFP.
b. The bidder will be required to deliver the items at respective location of Colleges all across the Chhattisgarh. The List of the location will be provided by DTE after signing the Rate Contract with the successful Bidder.
c. The bidder will install and run the equipment at respective location of Colleges.
d. DTE will place the purchase order to successful bidder after releasing the Rate Contract. The Bidder should deliver the equipment as per schedule given in Annexure – IV of placing the order by DTE to respective location.
e. The supply and payment will be based on the Purchase Order(s) issued from time to time.
f. The successful bidder shall have to supply all necessary accessories along with the supplied goods, appropriate licenses, device drivers, user manual and documentation, which may be required, whether mentioned or not mentioned in the tender, for successful acceptance and delivery of the quoted equipment to DTE and End user.
g. The bidders are expected to accept all technical/commercial terms & conditions mentioned in the bid document. Any deviations in the terms and conditions should be clearly mentioned DTE however, reserves the right to reject any or all of the offers with deviation.
h. Bidder will provide 1 year standard onsite warranty support from date of final delivery and acceptance by respective colleges or end user and arrange to repair / replace the defective device within 72 hours of placing a call. At least 1% of critical hot spares should be maintained at Service Centers till the completion of the warranty period and operate their service centre in the district of supply for a period of minimum 3 years.
i. Sample Testing will be done by DTE or DTE nominated agency as per testing procedure mentioned in this RFP.
j. Bidder shall provide one sample system for testing free of cost as per the configuration quoted in the bid to DTE or DTE nominated Testing Agency before signing of the contract.

7. BID SUBMISSION

The following section outlines the steps to be used for submission and processing of bids:

1. The bid shall be submitted in three parts, the EMD, Tech-Commercial Bid & the Price Bid. Tech-Commercial Bid & the Price Bid shall be submitted in **3 Copy (Original, Copy 1, and Copy 2 with CD).**

   i) Earnest money Deposit (EMD): Bidder has to submit EMD of Rs. 1,25,00,000/- (Rs. One crore Twenty Five Lac only) in the form of Bank Guarantee from any nationalized/ scheduled bank. The EMD should be sealed in one envelope marked "EMD".

   ii) a. The Tech-commercial bid sealed in one envelope marked **"Tech-commercial Bid"** and shall contain technical details of the item(s) quoted and also provide full details of deviations, if any from the technical specification mentioned. The bidder should fill-up the format given in **ANNEXURE-I**. No alternation / modification in the format shall be permitted. Make/ Model of the equipment quoted should be clearly specified. The bidder should enclose relevant technical brochures/ literatures for the item(s) quoted in support of the technical specification quoted.

   b. The tech-commercial bid must contain -

      1. Authorized signatory certificate from the appropriate authority.
      2. Bid form as per **ANNEXURE-II** should be duly filled in, signed and complete in all respects.
      3. Commitment letter for service support from the Laptop Manufacturer as per **ANNEXURE-V.**
      4. The Technical information of the products being offered along with brochure/ data sheet etc.
      5. ISO 9001:2008 certificates for manufacturing process shall be enclosed.
      6. Any other terms and conditions from bidder (Please, note that the terms may or may not be acceptable to DTE).
      7. All other supporting document as per eligibility criteria mentioned in this RFP.
      8. Original tender documents with all pages duly signed and stamped.
      9. Valid VAT/CST Certificate copy of bidder.
      10. Laptop test certificate as per the IS 14896:2001 from a notified testing agency.
      11. The bidder should submit a proof for testing the proposed model laptop by Government agency namely STQC, EdCIL, ERTL, EDTC for testing of Laptop with bid and submit the test report with in 10 days from financial bid opening.

   iii) The Price bid shall be kept in one sealed envelope and Mark **"Price Bid"** as per format prescribed provided in **ANNEXURE-III** duly completed in all respects.

iv) The three separate envelopes containing EMD, Tech–commercial bid and price bid should be sealed in **one envelope** and should be addressed as per tender schedule. The envelope should bear the name of bidder, along with the tender number and the date of opening of the tender.

2. The Financial bid of only technically short listed bidders would be opened in presence of the authorized representatives of the bidder.
3. The language for bid submission is English.
4. All prices and other information in this regard having a bearing on the price shall be written both in figures and words in the prescribed offer form.
5. No bid can be modified subsequent to the deadline for submission.
6. The Bidders should note that Prices should not be indicated in the Tech-commercial and should be quoted only in the Price Bid. In case the prices are indicated in the Tech–commercial bid, the bid shall stand rejected.
7. EMD of amount Rs. 1,25,00,000/- (Rs. One crore Twenty Five Lac only) shall be returned to unsuccessful bidder/s within 60 days after opening of Financial Bid and EMD of successful bidder will be returned after the submission of PBG and signing of Rate Contract with DTE.
8. The Performance Bank Guarantee (PBG) as per **ANNEXURE-VI** amounting to Rs. 2.50 Crore (Rupees two crore and fifty lakh only) has to be submitted prior to signing of Rate Contract. All charges whatsoever such as premium; commission etc with respect to the Performance bank guarantee shall be borne by the selected Bidder.
9. The Performance Bank Guarantee shall be valid for two years (2 years) period from signing of Rate Contract.

8. INSTRUCTIONS TO BIDDERS

1. BID PRICE

a. The price schedule should include, the price of goods at the site including all duties, sales taxes and other levies if any.

b. Deviations from the specifications should be clearly brought out in the bid under technical compliance.

c. All prices should be in Indian National Rupee (INR) and foreign Bidders should comply with all the rules and regulation of RBI, Excise and Custom at their own cost.

2. EVALUATION OF BIDS

a. DTE will examine the bids to determine whether :

- They are complete.
- They are free from computational errors.
- Required sureties have been furnished.
- The documents have been properly signed.

b. Arithmetic errors will be rectified on the following basis: If there is a discrepancy between words and figures, the amount mentioned in words will prevail.

c. DTE may waive off any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such a waiving does not prejudice or affect the relative ranking of any bidder.

d. DTE reserves the right to ask any clarification/s related to submission of Bid during the evaluation of the document.

9. AWARDING CRITERIA FOR RATE CONTRACT

a. **Suppression of facts and misleading information**

i. During the Bid evaluation, if any suppression or misrepresentation of information is brought to the notice of DTE, DTE shall have the right to reject the Bid and if after selection, DTE would terminate the contract as the case may be, will be without any compensation to the Bidder and the EMD/ Security Deposit as the case may be, shall be forfeited.

ii. Bidders should note that any figures in the proof documents submitted by the Bidders for proving their eligibility is found suppressed or erased, DTE shall have the right to seek the correct facts and figures or reject such Bids.

iii. It is up to the Bidders to submit the full copies of the proof documents to meet out the criteria. Otherwise, DTE may not consider such documents.

iv. The Tender calls for full copies of documents to prove the Bidder's experience and capacity to undertake the project.

b. Tech-Commercial Bid Evaluation

The Bidders who have duly complied with the Eligibility Criteria will be eligible for further processing.

c. Price Bid Evaluation

i. Bidders who are qualified in Qualification Bid (Envelope-B) only will be called for Price Bid opening. The Price Bids will be opened in the presence of the Bidders at DTE. The Bidders or their authorized representatives will be allowed to take part in the Price Bid opening.

ii. The Price evaluation will include all Duties and Taxes as given below.

i) In cases of discrepancy between the cost quoted in Words and in Figures, cost quoted in words will be considered.

ii) In evaluation of the price of an imported item, the price will be determined inclusive of the customs duty;

iii) In evaluation of the price of articles which are subject to excise duty, the price will be determined inclusive of such excise duty;

iv) In a tender where all the tenderers are from within the State of Chhattisgarh, or where all the tenderers are from outside the State of Chhattisgarh, the sales tax shall be included for the evaluation of the price; and

v) Price evaluation will be Inclusive of all Taxes and Delivery charge up to respective location of Chhattisgarh,

iii. The lowest cost per Laptop as per the above evaluation will be declared as L1. DTE will not be responsible for any erroneous calculation of tax rates or any subsequent changes in rates or structure of applicable taxes. All differences arising out as above shall be fully borne by the Successful Bidder.

d. AWARD OF CONTRACT

i. Bidder should submit Performance Bank Guarantee (PBG) as per prescribed format in this RFP before signing the Rate Contract valid for the period of two years.

ii. If bidder fails to deliver the order beyond the delivery schedule, **a grace period of 15 days will be allowed. However, a penalty as mentioned in service clause in this RFP will be imposed on the bidders availing grace period time (of 15 days).**

iii. No dispute can be raised by any Bidder whose bid has been rejected and no claims will be entertained or paid on this account.

e. DTE reserves the right to

i. Insist on quality/specification of materials to be supplied.

ii. Modify, reduce or increase the quantity requirements to an extent of 25% of the Maximum Tendered quantity within one year period from signing of Rate Contract.

iii. Change the list of areas of supply locations from time to time based upon the requirement of the purchase.

10. GENERAL TERMS AND CONDITIONS OF THE BID

Note: Bidders must read these conditions carefully and comply strictly while submitting their bids.

1. **THE BIDDER IS EXPECTED TO EXAMINE ALL INSTRUCTIONS**, forms, terms, and specifications in the bidding documents. Failure to furnish all information required in the bidding documents or submitting a Bid not substantially responsive to the bidding documents in any respect may result in the rejection of the Bid.

2. **THE BIDDER SHALL BEAR ALL THE COSTS** associated with the preparation and submission of its bid, and DTE in no case will be responsible or liable for these costs, regardless of conduct or outcome of bidding process.

3. **PROFESSIONAL EXCELLENCE AND ETHICS**. Tendering Authority requires that all Bidders participating in this Bid adhere to the highest ethical standards, both during the selection process and throughout the execution of the contract.

4. **CURRENCY OF FINANCIAL PROPOSAL** shall be made in Indian Rupees (INR) only.

5. **FAILURE OF THE SUCCESSFUL BIDDER** to comply with all the requirements shall constitute sufficient grounds for the annulment of the award, in which event DTE may make the award to the next lowest evaluated bidder or call for new bids.

6. **AMENDMENT/CANCELLATION**: The Tendering Authority reserves the right to cancel this Tender at any time without any obligation to the Bidders. The Tendering Authority at any time, prior to the deadline for submission of Proposals, may amend the Tender by issuing an addendum in writing or by standard electronic means. The addendum will be binding on all the Bidders. Bidders shall acknowledge receipt of all amendments. To give Bidders reasonable time to take an amendment into account in their Proposals, the Tendering Authority may, if the amendment is substantial, extend the deadline for the submission of Proposals.

7. **RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:** The Tendering Authority reserves the right to accept any bid, and to annul the bid process and reject all bids at any time prior to award of contract, without assigning any reason & without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the action.

8. **THE TENDERING AUTHORITY RESERVES THE RIGHT TO ACCEPT ANY BID** not necessarily the lowest, reject any bid without assigning any reasons for entering into the Rate Contract.

9. **CONDITIONAL BIDS**: If a bidder imposes conditions, which is in addition to or in conflict with the conditions mentioned herein, his bid is liable to be summarily rejected. In any case none of such conditions will be deemed to have been accepted

unless specifically mentioned in the letter of acceptance of bid issued by the Tendering Authority.

10. **PERIOD OF VALIDITY.** Bids shall remain valid for **90** days after last date for bid submission prescribed by DTE which may be extended with mutual consent. A bid valid for a shorter period may be rejected by DTE as non-responsive.

11. **LATE BIDS**: Any bid received by the Tendering Authority after the deadline for submission of bids will be rejected and will not to be considered.

12. **NOTIFICATION OF AWARD:** Prior to the expiration of the period of the bid validity, DTE will notify the successful bidder in writing that its bid has been accepted. After notification of award bidder will submit Security deposit in the form of Performance Bank Guarantee and sign the Rate Contract.

13. **ANY MATTER WHICH HAS NOT BEEN COVERED UNDER THESE PROVISIONS** shall be governed as per the provisions of Chhattisgarh State Government Rules.

14. **ACCEPTANCE TESTING:** The equipment will be tested by DTE or DTE nominated agency. The supplier should make available a similar system, free of cost, as per the configuration quoted in technical bid.

15. **PROPRIETARY RIGHTS:** The supplier shall indemnify the Purchase against all third party claims of infringement of patent, copy right, trademark, license or industrial design rights, software piracy arising from use of goods or any part thereof within India.

16. **DELAYS IN THE PERFORMANCE OF SUPPLIER'S OBLIGATION:** Any delay by the supplier in the performance of its delivery obligations shall render the supplier liable to any or all of the following sanctions – forfeiture of its performance security, imposition of liquidated damages and / or termination of the contract for default.

17. **PENALTY:** All the items should be delivered as per the schedule of delivery attached in the Annexure-IV from the date of placement of order by DTE, any delay will attract penalty of 0.5% of the undelivered item value per week up to a maximum of 5% and the penalty shall be deducted from final amount payable by DTE against the Order.

18. **PERFORMANCE BANK GUARANTEE (PBG):** The Selected Bidder at his own expense shall deposit PBG to DTE Raipur, before signing of the contract. The PBG will be released after the two years of the signing of the contract subjected to successful completion of scope of work mentioned in the RFP.

19. **LIQUIDATED DAMAGES:** If the supplier fails to deliver any or all the goods or perform the services within the time period specified in the contract, DTE shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, (Not by way of penalty) 2% per week of the value of undelivered items maximum of 5% and the penalty shall be deducted from final amount paid by DTE, DTE reserves the right to cancel the order in case the bidder will not deliver the equipment beyond 2 weeks after the delivery period.

20. **TERMINATION FOR DEFAULT:** DTE may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate this contract in whole or in part.

a. If the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract.

b. If the supplier fails to perform any other obligation (s) under the contract; or

c. If the supplier, in either of the above circumstances does not rectify / remedy its failure within a period of 15 days (or such longer period as the DTE may authorize in writing) after receipt of the default notice from DTE. In the event DTE terminate the contract.

21. **FORCE MAJEURE**

a. Notwithstanding the provisions of clauses 18, 19 and 20 the bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligation under the contract is the result of an event of force majeure.

b. For purposes of this clause, "Force Majeure" means an event beyond the control of the supplier and not foreseeable events may include, but are not restricted to, acts of DTE in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes and other acts of God.

c. If a force majeure situation arises, the supplier shall promptly notify to DTE in writing of such condition and the cause thereof. Unless otherwise directed by DTE in writing, the supplier shall continue to perform its obligation under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

d. If the force majeure condition(s) mentioned above be in force for a period of 30 days or more at any times, DTE shall have the option to terminate the contract on expiry of 30 days of commencement of such force majeure by giving 14 days notice to the supplier in writing. In case of such termination, no damages shall be claimed by

either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.

22. **TERMINATION FOR INSOLVENCY:** DTE may at any time cancel the Rate Contract by giving written notice to the supplier, if the supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to DTE.

23. **TERMINATION FOR CONVENIENCE:** DTE, may by 14 days time period written notice sent to the supplier, terminate the Rate Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for DTE's convenience and the extent to which performance of work under the Rate Contract is terminated and the date upon which such termination becomes effective.

24. **RESOLUTION OF DISPUTES:** DTE and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract. If, after thirty days from the commencement of such informal negotiations DTE and the supplier have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution as per Arbitration and Conciliation Act, 1996.

25. **APPLICABLE LAW:** The contract shall be interpreted in accordance with the laws of India, irrespective of the place of delivery, the place of performance or place of payment under the contract. The contract shall deem to have made at the place in India from where the contract has been issued.

26. **NOTICES:** Any notice given by one party to the other pursuant to this contract shall be sent in writing or by telegram or Telefax and confirmed in writing to Director, Technical Education, Indrawati Bhavan, 3rd Block, 3rd & 4th Floor, Naya Raipur, Chhattisgarh 492002.**,** Fax:- 0771-2253620, Ph No. 0771-2331331

    A notice shall be effective when delivered or on the notice's effective date whichever is later.

27. **TAXES & DUTIES:** The supplier shall be entirely responsible for all taxes, duties, license fee etc. All custom duties and levies, duties, Indian Foreign Exchange Law, RBI Guidelines, sales tax payable on components, raw materials and any other items used for their consumption or dispatched directly to respective location of colleges in the state of Chhattisgarh.

28. **DEFENCE OF SUITS:** If any action in court is brought against the DTE/ Consignee for failure or neglect on the part of the contractor to perform any acts, matters, covenants or things under the contract or for the damage or injury caused by the alleged omission of neglect on the part of the contractor, his agents, representatives or sub-contractors, workmen supplier or employees, the contractor in

all such cases shall indemnify and keep DTE harmless from all costs, damages, expenses or decrees arising out of such action.

29. **WARRANTY**: The Product quoted should be covered for one year comprehensive onsite warranty from date of final delivery and acceptance by respective colleges or end user.

30. **SPECIAL CONDITIONS OF BID**

1. **SUPPLY AND COMMISSIONING:-**

For the Laptop Manufactured in India

a) Bidder should conduct 100% pre-despatch inspection on Laptop as per tender specification.

b) DTE may nominate third party agencies who will conduct independent inspection and specification conformity on random sample basis at the manufacturer's plant. Random sampling will be done, limiting to 10 pieces per lot.

c) DTE would bear the cost of third party inspection for only one manufacturing plant of the supplier. If a Successful Bidder wants to produce in more than one location, then the cost of positioning the third party inspection by DTE in the second and subsequent plants would be borne by the Successful Bidder at their cost.

d) For every shipment, samples may be drawn and tested by third party inspection agencies appointed by DTE.

e) Laptop to be supplied must give same performance results or better results with respect to technical evaluation results.

f) DTE may nominate its own officers to be in the manufacturing plant to supervise the quality of manufacturing process. This would be in addition to the third party inspection.

For the Laptop Manufactured outside India:-

a) Bidder should conduct 100% pre-dispatch inspection on Laptop as per tender specification at the Manufacturers' plant.

b) DTE nominated third party agencies will conduct independent inspection and specification conformity on random sample basis at the specified locations within the State of Chhattisgarh.

c) Such manufacturers will be required to set up storage warehouse in Raipur or in the District Headquarters of the allotted Districts. The third party inspection agencies appointed by DTE will test the sample lot at the warehouse. Only after the third party testing agency clears the lot, it will be allowed to move to the distribution point. In case the samples tested do not qualify, the entire lot will be rejected. DTE will not be responsible for any costs associated with such rejection. The manufacturer will be responsible for the Laptop till it is delivered at the specified delivery points and

accepted by the Institution. Only after such acceptance, the responsibility of the manufacturer will cease.

2. PACKAGING AND STORAGE:-

Packaging:-

Each package would contain the month and year of manufacture, manufacturer's serial number and barcode printing of manufacturing details. Stickers containing the manufacturer's serial number and barcode printing of the serial number with one number should be stuck outside the Carton box, in the Warranty manual and in the acknowledgement form. Detailed instructions regarding this aspect would be issued to the Successful Bidder(s) by DTE. The Successful Bidder should furnish the service centre details in each carton box to enable the beneficiaries to contact the appropriate service centre in case of necessities. Similarly, the toll free telephone number also should be prominently displayed in the user manual to facilitate the beneficiaries.

a) Accepted items after third party inspection should be stuck with QC Passed slip.
b) Individual items should be packed in polythene pouches of appropriate sizes.
c) Laptop should be packed as per the standard packing followed by Industry. All other items should be individually packed and put inside the Laptop box. Finally, the packing slip should be dropped inside the carton boxes.
d) The carton boxes should be sealed and preserved in the stores. The manufacturer's serial number should be prominently stuck / written on the carton box along with Barcode (code 3 of 9 standards). Removable stickers should be in addition to the normal printing on the carton boxes.
e) Each box should contain a delivery note containing the manufacturer serial number, month and year of manufacturing along with provision for writing down the beneficiary number, name and date of delivery.

Packing List:-

A packing list should be prepared for the following items.

i) Laptop model number, batch number and serial number
ii) User Manual in Hindi and English in soft or print format.
iii) Do’s and Don’ts instruction leaflet in Hindi and English.
iv) A brochure containing help desk logo having website address, call centre telephone numbers shall be placed in the warranty card, user manual, Do's and Don'ts instruction guide in Hindi and English.
v) Names and addresses of Service centres, contact persons in each service centre, Telephone numbers and also the supervisor's name, address and telephone numbers to enable the end user to contact the supervisors in the event of poor service by the authorised service personnel.
vi) Two number of removable barcode stickers containing the manufacturer's serial

number. This should be as per the format prescribed by DTE.

3. LOCATIONS FOR SUPPLY OF GOODS AND SERVICE:

a) The equipment and Services under this contract shall be supplied and commissioned in the respective locations of Colleges.

b) The Supplier shall adhere to all the technical as well as commercial terms irrespective of the location of the site.

c) Actual distribution of the Laptop to the beneficiaries is not the responsibility of the bidders.

d) The Laptop shall be supplied in full as per ordered configuration and quantity for acceptance testing. The Laptop which does not comply with the technical specification will not be accepted under any circumstance.

e) Insuring the goods in transit is the responsibility of the suppliers.

f) The items should be delivered at the distribution centres on F.O.R destination basis and items should be handed over to the officials/acceptance teams concerned at the locations. The list of locations and respective quantity will be provided to the successful Bidder.

g) The successful Bidder shall send status report on delivery in the format to be prescribed in such intervals as may be required by DTE from time to time till the execution of the entire order.

h) The Successful Bidder shall undertake to supply spares free of cost for the maintenance of the offered items for a period of one year. At least 1% of critical hot spares should be maintained at Service Centers till the completion of the warranty period. The Successful Bidder should keep the 10% spares available for sale at least for a period of two years after the completion of the warranty period.

i) A leaflet containing the details of the service centres responsible to attend the installation, warranty services at each geographical area, name and designation of the contact persons and Centre in-charge, higher level in-charge who is responsible to oversee the service centres, person to whom complaints can be made in case the service provided by any centre is not satisfactory, phone, fax, mobile numbers & email address must be provided along with each Laptop delivered. This would enable the beneficiaries to directly approach the service centres in the event of repairs. These details also should be provided to DTE. This would be published on DTE website.

j) If within a month of delivery and commissioning but within the warranty period, the operation or use of the equipment proves to be unsatisfactory, the Successful Bidder shall replace the faulty ones or carry out necessary repairs as per the warranty terms and conditions agreed upon with DTE.

k) In case the Successful Bidder fails to carry out the warranty regulations, DTE would engage any other operator and carry out the service/replacement and deduct the amounts from the warranty amount retained by DTE as per the Payment terms or from their pending bills or any money due or payable to them

l) Depending upon the ground situations and information from the District officials regarding failure in maintaining acceptance ratio/ warranty/ service delivery etc. on the bidder's part, DTE reserves the right to divert the supply of Laptop from the allotted Successful Bidder.

4. **INSURANCE:** The delivery of goods to the destination is the responsibility of the Successful Bidder only. The goods supplied under the contract should be covered for comprehensive Insurance by the Successful Bidder till delivery and acceptance by the authorized person.

5. ACCEPTANCE :

a) The Head of the College will make suitable arrangement for verifying the Laptop supplied and accepting the same. Head of college will ensure that laptop (one laptop per student) is distributed only to the final year eligible students enrolled in the college for the current academic year i.e. 2015-16.

b) Random samples of 5% on the lot from the Laptops supplied in each college will be tested at the site. The authorized representative of the successful bidder should carry out the testing along with acceptance team from the College. Subjected to failure in the 5% random sample testing, 30% of the amount of the purchase order of that lot will be with-held till the acceptance certificate is issued for that lot.

c) The Acceptance team would be constituted by the Head of College; team will include an authorized representative of the successful bidder. The Head of College will issue the acceptance / rejection certificate within 10 days of receiving the Laptops mentioning the number of laptops distributed in the college and based on the acceptance/ rejection certificate payments will be released.

6. BILLING:

The Successful Bidder shall raise the invoice for the Laptops supplied in the name of DTE and shipping address will be Colleges address, where the Laptops are delivered. A signed copy of delivery and acceptance certificate of Laptop by College Head should be submitted with Invoice.

7. SERVICE CENTRES:

a) Operate their service centre/ Authorized Collection Centre at district of supply for a period of minimum 3 years. Maximum service time frame to resolve the problem and handover the Laptop to end user shall not exceed beyond 72 Hrs.

b) The Successful Bidder shall set up service centre / Authorized Collection centre facility in all the District Headquarters in the Districts where it has

supplied the Laptop within 30 days from the date of issue of Purchase Order by Purchaser (DTE). These service centres should operate in these districts throughout the warranty period of 1 year and further for a period of 2 years (total 3 years).

8. SUPPORT SERVICES:

c) The Successful Bidder should provide comprehensive maintenance of the Laptop, which shall include corrective maintenance at the service centres.

d) The maintenance shall include replacement of all parts. If the Laptop is down, the same should be repaired/ restored/ replaced within 72 Hours.

e) The Purchaser reserves right to terminate the contract in the event of unsatisfactory maintenance and claim damages and Costs for non-fulfillment of contract.

9. TRACEABILITY OF LAPTOP SUPPLIED:

a) The Laptops supplied under this scheme are meant to be distributed to the students within Chhattisgarh on free of cost basis. In order to prevent the misuse of the Laptop such as unauthorized sale by the beneficiaries or diversion to the open market, the following incorporations shall be made in the Laptop.

b) All the Laptops must be manageable over the cloud:

i. All the devices should be provisioned for managing and controlling by the cloud based servers and software setup within CG State Data Centre for this purpose, for pushing the educational / informational content and tracking of devices.
ii. All the devices must the configurable and controllable over network using built-in manageability and remote system control mechanism.
iii. All the devices should be provisioned for providing remote and automatic updates and upgrades from a centralized web based interface.

c) On-screen display of Government of Chhattisgarh Logo on switching the Laptop which shall be burnt in the chip.
d) Engraving of Government of Chhattisgarh Logo at suitable place of the Laptop (design will be provided by the bidder and will be approved by DTE).
e) Screen printing on the top of the Laptop (design will be provided by the bidder and will be approved by DTE).
f) Print/Sticker of the Government of Chhattisgarh logo on the mother board (design will be provided by the bidder and will be approved by DTE).

g) Screen printing on the front side of the backpack of the Laptop (design will be provided by the bidder and will be approved by DTE).

Note: **Design approval for the logo and layout approval shall be obtained from DTE before using in the production.**

These features are meant for the specific supply to the Government of Chhattisgarh and the successful Bidder is not permitted to use them for their normal sale.

10. No advance payment will be made by DTE against placing the order to the bidder.

11. PAYMENT TERMS

a) All payments will be made in INR only.

b) No advance will be paid or no letter of credit will be issued.

c) 100% payment will be released after submission of acceptance certificate received from the respective colleges.

d) The payment will be subject to fulfillment of warranty obligations.

e) The Duties and Taxes as applicable at the time of supply within the Delivery Schedule specified in the Tender will be paid. In case, the Duties and/or Taxes have been reduced retrospectively, the successful bidder is liable to return the same.

f) The Successful Bidder will have full and exclusive liability for payment of all Duties, Taxes and other statutory payments payable under any or all of the Statutes/Laws/Acts etc now or hereafter imposed.

g) Payment shall be made within 30 days of the submission of invoices.

ANNEXURE-I

TECHNICAL SPECIFICATION AND COMPLIANCE SHEET

ITEM NAME – Laptop –

Make ……..

Model ……..

Manufacturing Capacity per Month ……..

LAPTOP SPECIFICATION AND COMPLIANCE SHEET

Description	Specifications	Compliance (Yes/No)	Remarks If Any
Constructions and Externals	Metal/Alloy/reinforced hinges for display. The Casing ABS plastic of Black or Gray Color Display screen back with Government approved designed Logo.		
Processor (Minimum)	Latest Generation Intel Pentium Quad Core processor N 3540 or AMD Quad Core processor A8 7410 processor (clock speed of minimum 2.1 GHZ) 2 MB Cache		
Memory	4 GB DDR 1333 MHz RAM expandable up to 8 GB		
Chipset	Compatible Chipset as per the processor		
Display	LED HD 14” with 1024x768 resolution or higher		
Hard Disk Drive	500 GB SATA 5400 RPM or Higher		
Audio	Dual Inbuilt Speakers		
Web Cam	Yes		
Graphics Card	Integrated Graphics Minimum 128 MB VRAM or Higher		
Ports	I/O Ports, Minimum 3 USB 2.0 Port, Microphone combo jack, 1 VGA, 1 HDMI, AC Power		
LAN	Ethernet Controller 10/100/1000 Mbps or Higher		
Wireless	Wireless 802.11 b/g/n or Higher and Standard Bluetooth		
Keyboard	Standard full size Keyboard with touch pad with Rupee symbol		
Operating System	Linux/ Windows 8.1 Academic version/Windows 10 Home (Value-Emerging Market) Shape the Future Sku		

Description	Specifications	Compliance (Yes/No)	Remarks If Any
AC Power Adapter	Input Voltage Range 110V- 250V, 50 Hz AC power adapter with necessary cables		
Standard Accessories	Power cable, Power Adaptor and Charger, User Manuals and Laptop backpack etc.		
Operation Temperature	0-55 Degree Centigrade		
Battery Type	Standard Rechargeable Li-Ion battery with minimum 04 Hours backup or more		
Certifications	Energy Star®/BEE Version I, RoHS, Windows and Linux Compliance Certificate		
Warranty	Onsite one year comprehensive including battery and adaptor		
Others	Selected Bidder(s) should permanently burn the Logo of CG Government and other information like "Presented by – Hon'ble Chief Minister or Department Name" (as desired by the State Government) in the BIOS/FIRMWARE; that should not be removed by any normal/usual techniques. Laptop must have operational capabilities in English and Hindi language.		
Contents	a) A Hindi software complying with Unicode standard should be preloaded. b) Any other free educational contents that are useful for the students shall be preloaded in the Laptops.		
Cloud enabled	Device should be loaded cloud enabled software with the support of 1 year. Certificate from the cloud enabled software provider should be provided in the technical bid		

Note: Any proprietary item/ specification needs to be ignored, equivalent or higher specifications are acceptable.

Device should comply with the guidelines for Indian Standard and other standard mentioned in this RFP.

Dated _____ day of_____ 2016 Signature and Seal of the Bidder

Tentative Specification for Laptop Backpack / Carry Bag

The tentative model and specification for the Laptop backpack is given below. The Bidder should get the sample backpack approved by DTE before using in production.

Note:- Below mentioned specification for Laptop Computer Backpack / carry bag are tentative and it's may vary as per product quoted by Bidder. Bidder will provide their specification in the Compliance Sheet.

S. No.	Description	Specification	Compliance Yes/ No
1.	Suitability	To accommodate 15.6" size Laptop Computer approximately	
2.	Size	43 cm (H) x 33 cm (W) x 23 cm (D) approximately	
3.	Material	Polyester fabric, nylon bonded thread, branded zippers and sliders	
4.	Compartments	Three compartment bag (Laptop , Text book, Power adapter, utility pocket) with padded sleeve, Utility pocket in the front and side packets	
5.	Padding	Padded handle, Padding on the back for comfort and air flow curved and padded contoured shoulder straps	
6.	Weight	0.86 kg approximately	
7.	Logo and image	Government Logo, image and Scheme name shall be on the front pocket as per the design which will be given by DTE.	

Dated _____ day of_____ 2016 Signature and Seal of the Bidder

ANNEXURE-II

BID FORM

To,
Director

Directorate of Technical Education

Indrawati Bhavan, 3rd Block, 3rd & 4th Floor
Naya Raipur, Chhattisgarh 492002.
Fax:- 0771-2253620, Ph No. 0771-2331331

Sir,

Having examined the bidding documents, we undersigned, offer to supply and deliver (description of goods and services) in conformity with the said bidding documents as per the prices given in the price schedule. We undertake, if our bid is accepted, to commence delivery within (number) days and to complete delivery of all the items specified in the contract within (number) days calculated from the date of receipt of your Purchase Order.

We agree to abide by this bid for a period of 90 days from the date fixed for bid opening in instructions to bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated _____ day of_____ 2016

Signature and Seal of the Bidder

ANNEXURE-III

PRICE SCHEDULE

To,
Director,

Directorate of Technical Education

Indrawati Bhavan, 3rd Block, 3rd & 4th Floor
Naya Raipur, Chhattisgarh 492002.

Bid form for bid no. ---------- date of opening ----------

1. We ---------- hereby offer to supply the following items at the prices and within the period indicated below:

Sr. No.	Item	Description	Price per Unit	Taxes	Total price inclusive Taxes
1	Laptop Computer with Backpack / carry bag and 1 Year Warranty	As per **ANNEXURE-I** of tender document.			
Total Amount in Figure					
Total Amount in Words					

Tentative Quantity for Supply:-

SN	Item Description	Units	Approximate Quantity
1.	Laptop as per Technical Specification	Numbers	18,000
2.	User manual in Bilingual Hindi and English – (in soft or print format)	Numbers	18,000
3.	Do's and Don'ts instruction guide in Hindi and English (in soft or print format)	Numbers	18,000
4.	Laptop Backpack / carry bags as per tentative specification	Numbers	18,000

2. It is herewith certified that we have understood the instruction to bidders and also the general and special conditions of the bid and have thoroughly examined specifications and thoroughly aware of the nature of goods required and our offer is to supply goods strictly in accordance with the requirements and according to the terms mentioned in the bid.

3. We hereby offer to supply the goods detailed above or such portion, thereof as you specify in the 'Purchase Order at the price quoted and agree to hold this offer open for acceptance for a period of 90 days from the date of opening of bid. We shall be bound by the communication of acceptance dispatched within the prescribed time.
4. Above rates are inclusive of all taxes and Rates are valid for a period of 1 years from signing date of Rate Contract.
5. We will deliver the equipment as per required schedule given at Annexure-IV based on the purchase order (requirement) received from DTE
6. **Note:-**

a) The Bidders may prepare their bid form as per this Performa.
b) No change in the Performa is permissible.
c) No erasures or alterations in the text of the Bid are permitted. Any correction made in the Bid shall bear initial by the bidder.

Dated _____ 2016 (Signature and seal of manufacturer/ bidder)

ANNEXURE-IV

TENTATIVE DELIVERY SCHEDULE*

S. No.	Date	Indicative quantity
1	15-March-2016	6000
2	25-March-2016	6000
3	31-March-2016	6000
TOTAL		**18,000**

*30 days time will be provided for delivery after issuance of Purchase Order from DTE.

We will deliver the laptops based on the above delivery schedule at the designated distribution locations in the colleges in Chhattisgarh state as per the list provided by DTE.

Dated _____ 2016 (Signature and seal of OEM)

ANNEXURE-V

COMMITMENT LETTER FOR SUPPORT FROM ORIGINAL EQIPMENT MANUFACTURER (OEM)

Date .....

To,
Director

Directorate of Technical Education

Indrawati Bhavan, 3rd Block, 3rd & 4th Floor
Naya Raipur, Chhattisgarh 492002.
Fax:- 0771-2253620, Ph No. 0771-2331331

Dear Sir,
Ref.: Tender No.

I / We ..... hereby commit & confirm the following:

a) The duration of the service support will be for a period of minimum three years (One year warranty + two year paid service support) from the date of supply of equipment.
b) The warranty support will be provided onsite and will not be charged extra.
c) The warranty support will be comprehensive hence no extra charge is to be paid for any Hardware failure.
d) After expiry of warranty, the bidder will provide service support through their service centers in every district.

Signature .....

Name .....

Designation .....

ANNEXURE-VI

PROFORMA OF PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with stamp Act)

Bank Guarantee No. Date

Ref. :

To,

Director

Directorate of Technical Education

Indrawati Bhavan, 3rd Block, 3rd & 4th Floor
Naya Raipur, Chhattisgarh 492002.
Fax:- 0771-2253620, Ph No. 0771-2331331

This Deed of Guarantee executed at ——————— by ——————— (Name of the Bank) having its Head/Registered office at ——————————— (hereinafter referred to as "the Guarantor") which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

In favor of The Director, Directorate of Technical Education, Indrawati Bhavan, 3rd Block, 3rd & 4th Floor, Naya Raipur, Chhattisgarh 492002 under Department of Technical Education, Government of Chhattisgarh, having its office at Indrawati Bhavan, 3rd Block, 3rd & 4th Floor, Naya Raipur, Chhattisgarh 492002 (hereinafter called "DTE" which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns); Whereas M/s _____. a company formed under _____ (specify the applicable law) and having its registered office at _____ has been, consequent to conduct and completion of a competitive bidding process in accordance with the Request For Proposal (RFP) No. _____ dated __/__/2016 issued by DTE, and selected M/s _____ (hereinafter referred to as Empanelled Firm) for the Rate Contract by DTE as more specifically defined in the aforementioned Document including statement of work and the Agreement executed between the DTE Empanelled Firm. The Rate Contract requires the Empanelled Firm to furnish an unconditional and irrevocable Bank Guarantee for an amount of Rs. 2,50,00,000/- (Rupees Two Crore and Fifty lakh only) by way of security for guaranteeing the due and faithful compliance of its obligations under the Rate Contract.

Whereas, the Empanelled Firm approached the Guarantor and the Guarantor has agreed to provide a Guarantee being these presents: Now this Deed witnessed that in consideration of the premises, We, ————— Bank hereby guarantee as follows:

1. The Empanelled Firm shall deliver the requirement as per the Rate Contract, in accordance with the terms and subject to the conditions of the Rate Contract, and fulfill its obligations there under

2. We, the Guarantor, shall, without demur, pay to DTE an amount not exceeding **Rs. 2,50,00,000/- (Rupees Two Crore and Fifty lakh only)** within 7 (seven) days of receipt of a written demand therefore from DTE stating that the Empanelled Firm has failed to fulfill its obligations as stated in Clause 1 above.
3. The above payment shall be made by us without any reference to the Empanelled Firm or any other person and irrespective of whether the claim of the DTE is disputed by the Empanelled Firm or not.
4. The Guarantee shall come into effect from_____ (Start Date) and shall continue to be in full force and effect till the earlier of its expiry at 1700 hours Indian Standard Time on _____ (Expiry Date) (both dates inclusive) or till the receipt of a claim, from DTE under this Guarantee, which is one month after the expiry of performance guarantee, whichever is earlier. Any demand received by the Guarantor from DTE prior to the Expiry Date shall survive the expiry of this Guarantee till such time that all the moneys payable under this Guarantee by the Guarantor to DTE.
5. In order to give effect to this Guarantee DTE shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents by DTE or by the extension of time of performance granted to the Empanelled Firm or any postponement for any time of the power exercisable by DTE against the Empanelled Firm or forebear or enforce any of the terms and conditions of the Rate Contract and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of DTE or any indulgence by DTE to the Empanelled Firm to give 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 shall be irrevocable and shall remain in full force and effect until all our obligations under this guarantee are duly discharged.
7. The Guarantor has power to issue this guarantee and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under _____.

In Witness whereof the Guarantor has set its hands hereunto on the day, month and year first hereinabove written.

Authorised Signatory(ies) _____Bank
Dated this …….. day of …….. at …….

Witness	Witness
(Signature)	(Signature)

Name …… (Banker's rubber stamp)
Official address) …….
(Name)
Designation with bank stamp ……
Note : The stamp is to be in the name of executing bank.

ANNEXURE-VII

ACCEPTANCE TEST PROCEDURE

Sample Laptop Testing

1. The Bidder should submit one or more than one as required similar model Laptop samples to the DTE or any other Government Testing Agency notified by DTE.
   The Bidder should provide a Laptop test certificate as per the IS 14896:2001 from a notified testing agency and as per the Technical Specification specified in the RFP.

2. The bidder should submit a proof for testing the proposed model laptop by Government agency namely STQC, EdCIL, ERTL, ETDC for testing of Laptop with bid and submit the test report within 10 days from financial bid opening.

3. The sample Laptop test certificate will enable DTE to determine whether the Bidders propose to offer the Laptop as per the Tender specifications or not.

4. Bidders have to make their own arrangement for the testing of the Laptop as per the standard given in the Tender through the notified Testing Agency. The sample Laptop should be submitted in fully packed condition so that the packing standard is determined before signing of the contract. Cost towards testing the same Laptop should be borne by the Bidders.

5. The Bidders should take utmost care to submit the samples which should be equal to or higher than the specifications given in the Tender documents. The supplies will be allowed as per approved sample Laptop alone in the event of the Bidder is selected for the supply of Laptop.

ANNEXURE-VIII

DECLARATION FOR NOT BLACK LISTED

Date .....

To,
Director
Directorate of Technical Education
Indrawati Bhavan, 3rd Block, 3rd & 4th Floor
Naya Raipur, Chhattisgarh 492002.

Dear Sir,

Ref.: Tender No.

I / We ..... hereby confirm that our firm has not been banned or blacklisted by any government organization/Financial institution/Court /Public sector Unit /Central Government.

Signature of Bidder..... Place :

Name ..... Date :

Designation .....

Seal

ANNEXURE-IX

BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

(To be provided in original on stamp paper of value required under law duly signed by authorized representative of Bank)

This Deed of Guarantee executed at _____ by _____ (Name of the Nationalised Bank) having its Head / Registered office at _____, and having one of its branches at _____ Raipur (hereinafter referred to as "the Guarantor") which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

In favor of Director, Directorate of Technical Education (DTE) under Department of Technical Education, Government of Chhattisgarh, having its office at Indrawati Bhavan, 3rd Block, 3rd & 4th Floor, Naya Raipur, Chhattisgarh, PIN- 492002 (hereinafter referred to as "DTE") which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

Whereas Name of the bidder _____ Ltd., a Company / partnership firm / proprietorship concern registered under the _____(name of the relevant act/law under which incorporated) having its registered office at _____ (hereinafter called "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its executors, administrators, successors and assigns) has submitted its Proposal for award of Project Supply and commissioning of Laptop for students in the State of Chhattisgarh vide Invitation for Tender Document No _____ dated _____ issued by DTE Government of Chhattisgarh (hereinafter referred to as "the Project").

Whereas in terms of the Invitation for Tender Document No _____dated _____ (hereinafter referred to as Tender Document) issued by DTE, the Bidder is required to furnish to DTE an unconditional and irrevocable Bank Guarantee for an amount of INR 1, 25, 00, 000 (INR One Crore Twenty Five Lac only) as Earnest Money Deposit and the Guarantor has at the request of the Bidder agreed to provide such Guarantee being these presents:

Now this Deed witnessed that in consideration of the premises, we, _____ Bank hereby agree, declare, undertake and guarantee as follows:

1. We as primary obligor hereby irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the tender by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to DTE an amount not exceeding INR 1,25,00,000.00 (INR One Crore Twenty Five Lac only) without any demur, reservation, recourse, contest or protest and without reference to the

Bidder, if the Bidder has failed to comply with and fulfil all or any of the terms and conditions contained in the tender. A letter from DTE stating that the Bidder is in default in the due and faithful fulfilment and compliance with the terms and conditions contained in the tender shall be final, conclusive and binding on the Bank, in respect of the forfeiture of the Earnest Money Deposit and the amount due and payable under this Guarantee.

2. This Guarantee shall remain in full force and effect for a period of 120 (One hundred and Twenty) days from the _____ (Proposal Due Date).

3. Subject to clause 1 above, any claim for payment under this Guarantee shall be in the form of a written declaration by DTE.

4. We……..Bank further agree that DTE shall be the sole judge as regards the determination as to whether the Bidder is in default of due and faithful fulfilment and compliance of the terms and conditions contained in the Tender and the decision of DTE in this regard shall be final and binding on us, notwithstanding any differences between DTE and the said Bidder and/or any dispute between DTE and the Bidder pending before any Court, Tribunal, Arbitrator or any other authority.

5. DTE shall have the full liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any other terms and conditions of the said Tender document or to extend the time frame for completion of bidding process or the period of fulfilment and compliance with the terms and conditions contained in the said Tender document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Tender document or the securities available to DTE and the bank shall not be released from its liability under these presents by any exercise by DTE of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of DTE or any indulgence by DTE to the said Bidder or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

6. Any notice by way of request, demand or otherwise hereunder shall be sent by courier or by registered mail to the Bank, addressed as aforesaid.

7. We undertake to make the payment on receipt of your notice of claim on us addressed to _____ (name of Bank along with branch address) and delivered at our above branch that shall be deemed to have been duly authorised to receive the said notice of claim.

8. It shall not be necessary for DTE to proceed against the said Bidder before proceeding against the bank and the Guarantee herein contained shall be enforceable against the bank, notwithstanding any other security which DTE may have obtained or obtained from the said Bidder, shall at the time when proceedings are taken against the bank hereunder, be outstanding or unrealised.

9. We _____ Bank lastly undertake not to revoke this guarantee during its currency except with the previous express consent of DTE in writing and agree that any change in the constitution of the Bank or the said Bidder shall not discharge our liability hereunder.

10. The Bank declares that it has the power to issue this guarantee and the undersigned have full powers to do so on behalf of the Bank.

Date _____ day of _____ 2016

Signature of the Issuing / Authority with seal

CORPORATE SEAL
For _____ Bank

Note: A covering letter of confirmation is also to be given by the bank along with this bank guarantee.

ACRONYMS AND DEFINITIONS

#	Parameter	Details
1	DDR/ SDRAM	Double Data Rate type three synchronous dynamic random access memory
2	AMD	Advanced Micro Devices Inc
3	WXGA	Wide is similar to XGA (WXGA) is a display class (or standard) that supports a resolution of 1366 to 1280 pixels horizontally and 768 to 720 pixels vertically. WXGA is a standard commonly associated with LCD computer monitors and televisions used for widescreen display and projection.
4	SATA	Serial Advanced Technology Attachment is a computer bus interface for connecting host bus adapters to mass storage devices such as hard disk drives and optical drives
5	DVD-RW	Digital Versatile/Video Disc – Rewritable
6	USB	Universal Serial Bus (USB) is a specification to establish communication between devices and a host controller (usually a personal computer), which has effectively replaced a variety of earlier interfaces such as serial and parallel ports.
7	VGA	Video Graphics Array (VGA) refers specifically to the display hardware first introduced with the IBM PS/2 line of computers in 1987
8	HDMI	HDMI (High-DefinitionMultimedia Interface) is a compact audio/video interface for transmitting uncompressed digital data
9	S-Video	Separate Video, more commonly known as S-Video and Y/C, and still often referred to by JVC
10	RJ-45	RJ45 is a type of registered jack. As a registered jack, telephone RJ45 specifies the physical male and female connectors as well as the pin assignments of the wires in a telephone cable.
11	PCMCIA	Short for **P**ersonal **C**omputer **M**emory **C**ard **I**nternational **A**ssociation, and pronounced as separate letters, PCMCIA is an organization consisting of some 500 companies that has developed a standard for small, credit card-sized devices, called *PC Cards*. Originally designed for adding memory to portable computers, the PCMCIA standard has been expanded several times and is now suitable for many types of devices. There are in fact three types of PCMCIA cards. All three have the same rectangular size (85.6 by 54 millimeters), but different widths

12	PCIExpress slot	PCI Express (Peripheral Component Interconnect Express), officially abbreviated as PCIe, is a computer expansion card standard designed to replace the older PCI, PCI-X, and AGP bus standards
13	10/100/1000 Standard Ethernet LAN	10/100/1000 refers to Ethernet adapters or switch ports that support three different transfer rates on the same port. The three speeds supported are 10BASE-T, 100BASE-TX, and 1000BASE-T, running at 10 Mbit/s, 100 Mbit/s and 1000 Mbit/s respectively
14	Wireless 802.11 a/b/g/n	Refers to wireless standard (A) 802.11a Frequency- 5 GHz Typical Data Rate - 23 Mbit/s Max Data rate – 54 Mbit/s Range – 115 feet (B) 802.11b Frequency - 2.4 GHz Typical Data Rate - 4.5 Mbit/s Max Data rate – 11 Mbit/s Range - 115 feet (G) 802.11g Frequency - 2.4 GHz Typical Data Rate – 19 Mbit/s Max Data rate - 54 Mbit/s Range – 125 feet (N) 802.11n Frequency - 5GHz and/or 2.4GHz Typical Data Rate - 74 Mbit/s Max Data rate - 300 Mbit/s (2 streams) Range – 230 feet
15	Mega pixels	Digital cameras capture images as pixel elements, known as pixels. One mega pixel is equal to one million pixels.
16	Blue tooth	Bluetooth is a proprietary open wireless technology standard for exchanging data over short distances (using short wavelength radio transmissions) from fixed and mobile devices, creating personal area networks (PANs) with high levels of security
17	Li-Ion	A lithium-ion battery (sometimes Li-ion battery or LIB) is a family of rechargeable battery types in which lithium ions move from the negative electrode to the positive electrode during discharge, and back when charging.
18	ROHS	Restriction of Hazardous Substances Directive or RoHS. This directive restricts the use of six hazardous materials in the manufacture of various types of electronic and electrical equipment Lead (Pb) Mercury (Hg) Cadmium (Cd) 6+ Hexavalent chromium (Cr) Polybrominated biphenyls (PBB) Polybrominated diphenyl ether (PBDE)
19	Energy Star	Energy Star is an international standard for energy efficient consumer products originated in the United States of America. It was first created as a United States government program during the early 1990s

20	CE Certification	CE marking (also known as CE mark) is a mandatory conformance mark on many products placed on the market in the European Economic Area (EEA). With the CE marking on a product the manufacturer ensures that the product is in conformity with the essential requirements of the applicable EC directives. The letters "CE" stand for "Conformité Européenne" ("European Conformity").
21	UL Certification	Underwriters Laboratories Inc. (UL) is an independent product safety certification organization. Established in 1894, the company has its headquarters in Northbrook, Illinois. UL develops standards and test procedures for products, materials, components, assemblies, tools and equipment, chiefly dealing with product safety.
22	FCC Certification	FCC Certification, also known as the United States Federal Communications Certification
23	EPEAT	Electronic Product Environmental Assessment Tool (EPEAT)