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| | 2 | Additional Docume | nts PreAgree.po | lf | Pre Agreement | 200. | |
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| Name | | CLU ANLKI | | CEO, ANERT Law College Road, Vikas Bhavan. PO, Thiruvananthapuram - 695 033 | | | |



AGENCY FOR NEW & RENEWABLE ENERGY RESEARCH & TECHNOLOGY (ANERT)

Department of Power, Government of Kerala Thiruvananthapuram, Kerala – 695 033; <u>www.anert.gov.in</u>, <u>projects@anert.in</u>

E-TENDER DOCUMENT

Retender for the Supply of Desktops and Laptop Systems on buyback basis at ANERT HQ,, Thiruvananthapuram

Ref. No.: ANERT-TECH/323/2021-PJO(IT)

PART - 1

Date of Publishing of Bids :- 19/02/2022

Date of Submission of Bids : - 26/02/2022

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FORMAT FOR COVERING LETTER

(This letter to be submitted on the official letter head of the tenderer, signed by the authorised signatory.)

Sir,

I/We hereby e-tender to supply, under annexed terms and conditions of contract, the whole of the articles referred to and described in the attached specification and quantity decided by the Agency for New & Renewable Energy Research and Technology (ANERT), at the rates quoted against each item. The articles will be delivered and installed/commissioned within the time and at the place(s) specified in the schedule.

I am/We are remitting herewith the required amount of Rs. towards the cost of e-tender and Earnest Money Deposit by electronic payment vide transaction No dtd.....

Yours faithfully,

Place:

Date:

Signature Name Designation

(Office Seal)

Page 1 of 23

E-TENDER NOTICE

Competitive e-tenders in two cover system with Earnest Money Deposit (EMD), Part I – Pre-qualification cum Technical Bid and Part II - Price Bid in accordance with the mentioned technical specifications are invited from reputed and experienced manufacturers / Suppliers for the *Retender for the Supply of Desktops and Laptop Systems on buyback basis at ANERT HQ,, Thiruvananthapuram*. The e-tender documents can be downloaded from the e-tendering website of Govt. of Kerala. Tender form will not be available in any other form.

Thiruvananthapuram

CEO

19/02/2022

TENDER ABSTRACT

| Ref. No. | ANERT-TECH/323/2021-PJO(IT) |
|-------------------------------------|--|
| Name of Work | Retender for the Supply of Desktops and Laptop Systems on buyback basis at ANERT HQ,, Thiruvananthapuram |
| Download of Tender Form | http://www.etenders.kerala.gov.in |
| Last date of submission of Tender | 26/02/2022 @ 5.00 PM |
| Date and Time of opening the Tender | 28/02/2022 @ 11.30 AM |
| Estimated Cost | Rs. 13,00,000 |
| Cost of Tender form | Rs. 2,900/- (Incl GST) |
| EMD | Rs. 32,500/- |
| Availability of Tender Forms | Website <u>http://www.etenders.kerala.gov.in</u> |
| Place of opening of tender | Office of CEO, ANERT Law College Road, Vikas Bhavan. PO, Thiruvananthapuram – 695 033, Kerala |

Thiruvananthapuram 19/02/2022

Sd/-CEO

Page **3** of **23**

GENERAL TERMS AND CONDITIONS FOR E-PROCUREMENT

This e-Tender is being published for the Retender for the Supply of Desktops and Laptop Systems on buyback basis at ANERT HQ,, Thiruvananthapuram. The tender is invited in two cover system with Earnest Money Deposit (EMD), Part I – Pre-qualification cum Technical Bid and Part II - Price Bid in accordance with the mentioned technical specifications are invited from reputed and experienced manufacturers / Suppliers for the *Retender for the Supply of Desktops and Laptop Systems on buyback basis at ANERT HQ, Thiruvananthapuram* through e-procurement portal of Government of Kerala (www.etenders.kerala.gov.in). Prospective bidders willing to participate in this tender shall necessarily register themselves with above mentioned e-procurement portal.

The tender timeline is available in the critical date section of this tender published in <u>www.etenders.kerala.gov.in</u>

1. ONLINE BIDDER REGISTRATION PROCESS:

- 1.1 Bidders should have a Class III or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on <u>www.cca.gov.in</u>. Once, the DSC is obtained, bidders have to register on <u>www.etenders.kerala.gov.in</u> website for participating in this tender. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost.
- 1.2 Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471- 2577088, 2577188, 2577388 or 0484 – 2336006, 2332262 through email: <u>helpetender@gmail.com/etendershelp@kerala.gov.in</u> for assistance in this regard

2. ONLINE TENDER PROCESS:

The tender process shall consist of the following stages:

- Downloading of tender document: Tender document will be available for free download on <u>www.etenders.kerala.gov.in</u>. However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.
- ii. Pre-bid meeting: (not applicable)
- iii. Publishing of Corrigendum: All corrigenda shall be published on <u>www.etenders.kerala.gov.in</u> and shall not be available elsewhere.
- iv. Bid submission: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on <u>www.etenders.kerala.gov.in.</u> Manual submission of bids will not be accepted under any circumstances.
- v. In case bidder encounters any technical issues pertaining to e-Procurement system while acting on the tender, computer screen shot of the error message with date & time stamp on the web-browser along with the query shall be emailed by the bidder to the help desk (helpetender@gmail.com/ etendershelp@kerala.gov.in), for resolution of the problem. At the same time, problem must be intimated to the concerned Tender Inviting Authority via email.
- vi. The time taken to ascertain, evaluate and suggest a solution for the problem reported by bidder may vary from case to case. Hence bidders are advised to submit the bid **at least 2 working days before the due date** and time of bid submission to avoid any last-minute issues that may come up.
- vii. Opening of Bid and Bidder short-listing: The single cover bids will be opened, evaluated and shortlisted as per the eligibility. Failure to submit the required documents online will attract disqualification. Price bids of the eligible bidder's will open the same day of opening and the work will be awarded.

3. DOCUMENTS COMPRISING BID:

- 3.1 The 2-cover bid shall contain the scanned copies of the following documents which every bidder has to upload in two parts. The Pre-Qualification cum Technical bid in one part and the financial bid in the other part.
 - i. The tender document duly signed downloaded from the website.
 - ii. Summary of Bid documents (Annexure A)

- iii. Agreement in the prescribed format (Annexure B) on Govt. of Kerala stamp paper worth Rs.200/-
- iv. The Price Schedule as per BOQ in Excel format for this tender to be downloaded from e-tender website, duly digitally signed by the tenderer/authorized signatory of the tender.
- v. Bill of Material
- 3.2 The department doesn't take any responsibility for any technical snag or failure that has taken place during document upload.
- 3.3 The Bidder shall complete the Price bid as per format given for download along with this tender.
- Note: The blank price bid should be downloaded and saved on bidder's computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the website.
- 3.4 Fixed price: Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/ variable price quotation will be treated as non responsive and rejected.

4. TENDER DOCUMENT FEES AND EARNEST MONEY DEPOSIT (EMD)

- 4.1 The Bidder shall pay, a tender document fee of Rs. 2,900/- and Earnest Money Deposit of Rs. 32,500/-. The Bid security is required to protect the purchaser against risk of Bidder's conduct, which would warrant the forfeiture of security.
- 4.2 Online Payment modes: The tender document fees and EMD can be paid in through e-Payment facility provided by the e-Procurement system.

State Bank of India Multi Option Payment System (SBI MOPS Gateway): Bidders are required to avail Internet Banking Facility in any of below banks for making tender remittances in eProcurement System.

A) Internet Banking Options (Retail)

| 1 | Allahabad Bank | 32 | Kotak Mahindra Bank |
|----|------------------------------------|----|---|
| 2 | Axis Bank | 33 | Lakshmi Vilas Bank |
| 3 | Andhra Bank | 34 | Mehsana Urban Co-op Bank |
| 4 | Bandan Bank | 35 | NKGSB Co-operative Bank |
| 5 | Bank of Bahrain and Kuwait | 36 | Oriental Bank of Commerce |
| 6 | Bank of Baroda | 37 | Punjab and Maharashtra Cooperative Bank |
| 7 | Bank of India | 38 | Punjab National Bank |
| 8 | Bank of Maharashtra | 39 | Punjab and Sind Bank |
| 9 | Bassein Catholic Co-operative Bank | 40 | RBL Bank |
| 10 | BNP Paribas | 41 | Saraswat Cooperative Bank |
| 11 | Canara Bank | 42 | ShamraoVithal Cooperative Bank |
| 12 | Catholic Syrian Bank | 43 | South Indian Bank |
| 13 | Central Bank of India | 44 | Standard Chartered Bank |
| 14 | City Union Bank | 45 | State Bank of India |
| 15 | Corporation Bank | 46 | Syndicate Bank |
| 16 | Cosmos Bank | 47 | Tamilnad Mercantile Bank |
| 17 | DCB Bank | 48 | Tamilnadu Cooperative Bank |
| 18 | Dena Bank | 49 | The Kalyan Janata Sahakari Bank |
| 19 | Deutsche Bank | 50 | TJSB Bank |
| 20 | Dhanalaxmi Bank | 51 | UCO Bank |
| 21 | Federal Bank | 52 | Union Bank of India |
| 22 | HDFC Bank | 53 | United Bank of India |
| 23 | ICICI Bank | 54 | Vijaya Bank |
| 24 | IDBI Bank | 55 | YES Bank |
| 25 | Indian Bank | | |
| 26 | Indian Overseas Bank | | |
| 27 | IndusInd Bank | 1 | |
| 28 | Jammu & Kashmir Bank | 1 | |
| 29 | Janata Sahakari Bank | | |
| 30 | Karnataka Bank | | |
| 31 | Karur Vysya Bank | | |

| B) | Internet Banking Options (Corp | orate) | |
|----|--------------------------------|--------|-----------------------------------|
| 1 | Bank of Baroda | 21 | Laxmi Vilas Bank |
| 2 | Bank of India | 22 | Oriental Bank of Commerce |
| 3 | Bank of Maharashtra | 23 | Punjab & Maharashtra Coop Bank |
| 4 | BNP Paribas | 24 | Punjab & Sind Bank |
| 5 | Canara Bank | 25 | Punjab National Bank |
| 6 | Catholic Syrian Bank | 26 | RBL Bank |
| 7 | City Union Bank | 27 | Shamrao Vitthal Co-operative Bank |
| 8 | Corporation Bank | 28 | South Indian Bank |
| 9 | Cosmos Bank | 29 | State Bank of India |
| 10 | Deutsche Bank | 30 | Syndicate Bank |
| 11 | Development Credit Bank | 31 | UCO Bank |
| 12 | Dhanalaxmi Bank | 32 | Union Bank of India |
| 13 | Federal Bank | 33 | UPPCL |
| 14 | HDFC Bank | 34 | Vijaya Bank |
| 15 | ICICI Bank | 35 | Axis Bank |
| 16 | Indian Overseas Bank | | |
| 17 | Janta Sahakari Bank | | |
| 18 | Jammu & Kashmir Bank | | |
| 19 | Karur Vysya Bank | | |
| 20 | Kotak Bank | | |

During the online bid submission process, bidder shall select *SBI MOPS* option and submit the page, to view the *Terms and Conditions* page. On further submitting the same, the e-Procurement system will re-direct the bidder to MOPS Gateway, where two options namely *SBI* and *Other Banks*^{*} will be shown. Here, Bidder may proceed as per below:

 a) <u>SBI Account Holders</u> shall click <u>SBI</u> option to with its Net Banking Facility., where bidder can enter their internet banking credentials and transfer the Tender Fee and EMD amount. b) <u>Other Bank Account Holders</u> may click <u>Other Banks</u> optionto view the bank selection page. Here, bidders can select from any of the 54 Banks to proceed with its Net Banking Facility, for remitting tender payments.

Transaction Charges for Other Banks vide SBI Letter No. LHO/TVM/AC/2016-17/47 – 1% of transaction value subject to a minimum of Rs. 50/- and maximum of Rs. 150/- Bidders who are using Other Banks option under SBI MOPS Payment Gateway, are advised by SBI to make online payment 72 hours in advance before tender closing time.

5. SUBMISSION PROCESS:

- 5.1 For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their Technical bid and Financial bid online on <u>www.etenders.kerala.gov.in</u> along with online payment of tender document fees and EMD.
- 5.2 For page-by-page instructions on bid submission process, please visit <u>www.etenders.kerala.gov.in</u> and click "Bidders Manual Kit" link on the home page.
- 5.3 It is necessary to click on "Freeze bid" link/ icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.

6. VALIDITY

- 6.1 The tender offer shall be kept valid for acceptance for a period of 6 months from the date of opening of offers. The offers with lower validity period are liable for rejection.
- 6.2 Further, the tenderer may extend the validity of the Bids without altering the substance and prices of their Bid for further periods, if so required

7. DEVIATIONS

7.1 The offers of the Tenderers with Deviations in Commercial terms and Technical Terms of the Tender Document are liable for rejection.

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8. BLACK LIST

8.1 All the intending tenderers shall agree that in the event of the documents furnished with the offer being found to be bogus or the documents contain false particulars, they shall be blacklisted for future tenders/ association with ANERT and EMD shall be forfeited against any losses incurred by ANERT.

9. BIDDER'S LOCATION

- 9.1 The tenderers are requested to furnish the exact location of their factories/godown with detailed postal address and pin code, telephone and fax nos. etc. in their tenders to arrange inspection by ANERT, if considered necessary.
- 9.2 All communication shall be made to the registered email of the bidder in the e-tendering systems and ANERT shall not be responsible for non-receipt or delay of any such communication.

BID QUALIFICATION REQUIREMENTS

10. BID QUALIFICATION REQUIREMENTS

- 10.1 Every tenderer should submit along with his e-tender an Earnest Money Deposit (EMD). This may be done electronically from any of the Nationalized/Schedule Banks. The EMD of the disqualified tenderers will be returned automatically through e-procurement system. The EMD of the successful tenderers may be adjusted towards the security deposit. No interest shall be paid for the earnest money deposited.
- 10.2 An agreement in Rs.200/- Kerala stamp paper as per the format given in Annexure B must be submitted along with e-tender document.
- 10.3 Only the bids of Manufacturers/Authorised Distributors of the items being supplied will be considered. Authorisation letter of the Manufacturer must be uploaded in case of distributors.
- 10.4 Prior experience (if any) in the supply of similar equipment in Government sector in Kerala in the past years (Upload work orders/invoices to prove the claim).
- 10.5 The detailed brochures/Specifications for the item quoted must be uploaded along with other documents for evaluation.
- 10.6 All documents must be combined and uploaded as single PDF in the cover provided in the e-tender website.
- 10.7 Price Bid in excel format, for this tender to be downloaded from e-tender website, duly digitally signed by the tenderer/authorized signatory of the tender.

CONDITIONS OF CONTRACT

11. GENERAL CONDITIONS

- 11.1 The tenders should be submitted online at <u>www.etenders.kerala.gov.in</u>
- 11.2 The tenders should be as per the prescribed form which should be downloaded from the e-tender website. The cost of tender forms should be paid online, and once paid will not be refunded. Tender forms are not transferable. Tenders that are not in the prescribed form are liable to be rejected.
- 11.3 Intending tenderers should submit their tenders on or before the due date and time mentioned in the tender abstract. Late tender will not be accepted.
- 11.4 The rates quoted should be only in Indian currency. Tenders in any other currency are liable to rejection. The rates quoted should be for the unit specified in the schedule attached.
- 11.5 The tenderer shall submit a copy of PAN card of the authorised signatory along with tender.
- 11.6 Tenders subject to conditions will not be considered. They are liable to be rejected on that sole ground.
- 11.7 The tenders will be opened on the specified day and time in the office of the CEO, ANERT in the presence of such of those tenderer's representatives who may be present with proper authorisation issued by the tenderer.
- 11.8 Every tenderer should send along with his tender an Earnest Money Deposit. This may be paid online at the e-tenders website.
- 11.9 If any tenderer withdraws from his e-tender before the expiry of the period fixed for keeping the rates firm for acceptance, the earnest money if any, deposited by him, will be forfeited.
- 11.10 The final acceptance/rejection of the tenders rests entirely with CEO, ANERT who do not bind themselves to accept the lowest or any tender.
- 11.11 In the case of materials of technical nature, the successful tenderer should be prepared to guarantee satisfactory performance for a period of guarantee under a definite penalty. Communication of acceptance of the e-tender normally constitutes a concluded contract. Nevertheless, the successful tenderer shall also execute an agreement for the due fulfilment of the contract within the period to

be specified in the letter of acceptance. The contractor shall have to pay all stamp duty, Lawyer's charges and other expenses incidental to the execution of the agreement. Failure to execute the agreement within the period specified will entail the penalties set out below:

- (a) The successful tenderer shall before sign the agreement and within the period specified in the letter of acceptance of his tender, deposit a sum equivalent to 5% of the value of the contract as security for the satisfactory fulfilment of the contract less the amount of money deposited by him along with his tender. The amount of security may be deposited in the manner prescribed in clause 8 supra or in Fixed Deposit Receipts of State Bank of India endorsed in favour of CEO, ANERT. There will be no exemption for MSE's in depositing this security amount. If the successful tenderer fails to deposit the security and execute the agreement as stated above, the earnest money deposited by him will be forfeited to ANERT and contract arranged elsewhere at the defaulter's risk and any loss incurred by ANERT on account of the purchase will be recovered from the defaulter who will however not be entitled to any gain accruing thereby.
- (b) In cases where a successful tenderer, after having made partial supplies fails to fulfil the contracts in full, all or any of the materials not supplied may at the discretion of the Purchasing Officer be purchased by means of another tender/quotation or by negotiation or from the next higher tenderer who had offered to supply already, and the loss if any caused to ANERT shall thereby together with such sums as may be fixed by ANERT towards damages be recovered from the defaulting tenderer.
- (c) If the contractor fails to deliver all or any of the stores or perform the service within the time/period(s) specified in the contract, the purchaser shall without prejudice to its other remedies under the contract, deduct from the contract prices, as liquidated damages, a sum equivalent to 0.5 % of the delivered price of the delayed stores or unperformed services for each week of delay until actual delivery or performance, up to a maximum deduction of 10% of the contract price of the delayed stores and services. Once the

maximum is reached, the purchaser may consider termination of the contract at the risk and cost of the contractor.

- 11.12 The Security deposit shall, subject to the conditions specified herein be returned to the contractor within three months after the expiration of the contract but in the event of any dispute arising between ANERT and the contractor, ANERT shall be entitled to deduct out of the deposits or the balance thereof, until such dispute is determined the amount of such damages, costs, charges and expenses as may be claimed. The same may also be deducted from any other sum which may be due at any time from ANERT to the contractor. In all cases where there are guarantee for the goods supplied, the security deposit will be released only after the expiry of the guarantee period.
 - (a) All payments to the contractors will be made by CEO ANERT in due course
 - i. by cheques of State Bank of India.
 - ii. in the case of supplies from abroad, by drafts as may be arranged between the contracting parties
 - (b) All incidental expenses incurred by ANERT for making payments outside the State in which the claim arises shall be borne by the contractor.
 - 11.13 Payments will be made only after the supply, Installation and Commissioning of the items and certification by the competent Technical personnel of ANERT.
 - 11.14 The contractor shall not assign or make over the contract on the benefits or burdens thereof to any other person or body corporate. The contractor shall not underlet or sublet to any person or persons or body corporate the execution of the contract or any part thereof without the consent in writing of the purchasing officer who shall have absolute power to refuse such consent or to rescind such consent (if given) at any time if he is not satisfied with the manner in which the contract is being executed and no allowance or compensation shall be made to the contractor or the subcontractor upon such rescission. Provided always that if such consent be given at any time, the contractor shall not be relieved from any obligation, duty or responsibility under this contract.
 - 11.15 In case the contractor becomes insolvent or goes into liquidation, or makes or proposes to make any assignment for the benefit of his creditors or proposes

any composition with his creditors for the settlement of his debts, carries on his business or the contract under inspection or behalf of or his creditors or in case any receiving order(s) for the administration of his estate are made against him or in case the contractor shall commit any act of insolvency or in case in which under any clause or clauses any act of insolvency or in case in which under any clause(s) of this contract the contractor shall have rendered himself liable to damages amounting to the whole of his security deposits, the contract shall, thereupon, after notice given by the Purchasing Officer to the contractor, be determined and ANERT may complete the contract in such time and manner and by such persons as ANERT shall think fit. But such determination of the contract shall be without any prejudice to any right or remedy of ANERT against the contractor or his sureties in respect of any breach of contract committed by the contractor. All expenses and damages caused to ANERT by any breach of contract by the contractor shall be paid by the contractor to ANERT and may be recovered from him under the provisions of the Revenue Recovery Act in force in the State.

11.16 In case the contractor fails to supply and deliver any of the said articles and things within the time provided for delivery of the same, or in case the contractor commits any breach of any of the covenants, stipulations and agreements herein contained, and on his part to be observed and performed, then and in any such case, it shall be lawful for ANERT (if they shall think fit to do so) to arrange for the purchase of the said articles and things from elsewhere of on behalf of ANERT by an order in writing under the hand of the CEO put an end to this contract and in case ANERT shall have incurred sustained or been put to any costs, damages or expenses by reason of such purchase or by reason of this contract having been so put an end to or in case any difference in price, compensation, loss, costs, damages, expenses or other moneys shall then or any time during the continuance of this contract be payable by the contractor to ANERT under and by virtue of this contract, it shall be lawful for ANERT from and out of any moneys for the time being payable or owing to the contractor from ANERT under or by virtue of this contract or otherwise to pay and reimburse to ANERT all such costs, damages and

expenses they may have sustained, incurred or been put to by reason of the purchase made elsewhere or by reason of this contract having been so put an end to as aforesaid and also all such difference in price, compensation, loss, costs, damages, expenses and other moneys as shall for the time being payable by the contractor aforesaid.

- 11.17 Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the CEO or any other person authorised by ANERT and set off against any claim of ANERT for the payment of a sum of money arising out of or under any other contract made by the contractor with ANERT or any other person authorised by ANERT. Any sum of money due and payable to the successful tenderer or contractor from ANERT shall be adjusted against any sum of money due to ANERT from him under any other contracts.
- 11.18 Every notice hereby required or authorised to be given may be either given to the contractor personally or left at his residence or last known place of abode or business, or may be handed over to his agent personally, or may be addressed to the contractor by post at his usual or last known place of abode or business and if so addressed and posted, shall be deemed to have been served on the contractor on the date on which in the ordinary course of post, a letter so addressed and posted would reach his place of abode or business.
- 11.19 The tenderer shall undertake the supply of the system according to the standards and specification.
- 11.20 No representation for enhancement of rate once accepted will be considered.
- 11.21 The prices quoted should be inclusive of GST and all other expenses which are or may become payable by the contractor under existing or future laws or rules of the country of origin/supply or delivery during the course of execution of the contract.
- 11.22 Special conditions, if any, of the tenderers attached with the tenders will not be applicable to the contract unless they are expressly accepted in writing by the purchaser.
- 11.23 The tenderer should send along with his tender an agreement executed and signed in Kerala Stamp Paper of value Rs.200/-. A specimen form of agreement

is given as Annexure B to this tender. Tenders without the agreement in stamped paper will be rejected outright.

- 11.24 Conditions in the technical document, technical specifications and special conditions of this tender document would override these general conditions, wherever applicable.
- 11.25 ANERT, by notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for ANERT's convenience, the extent to which performance of the Supplier under the contract is terminated, and the date upon which such termination becomes effective.
- 11.26 E-tender shall be opened at the time and date announced in the tender notice, and the price bid will be evaluated on the same day.
- 11.27 In case any difference or dispute arises in connection with the contract, all legal proceedings relating to the matter shall be instituted in the Court within whose jurisdiction the CEO, ANERT voluntarily resides.
- 11.28 The Courts situated at the place where the headquarters of ANERT is situated viz, Thiruvananthapuram alone will have jurisdiction to entertain civil suits and all other legal pertaining to this contract.

12. SPECIAL CONDITIONS

- 12.1 Each bidder should submit only one (1) bid. Any bidder who submits/participates in more than one bid for the work shall be disqualified.
- 12.2 The tenders will be opened in the presence of bidders present at the date and time advised in the Bidding Document. If the due date for receiving and opening the tender happens to be declared holiday, then the tender will be received and opened on the very next day, for which no prior intimation will be given.
- 12.3 If the bidder has NOT submitted the requisite EMD OR Agreement, OR if the price bid is not submitted along with the tender, such tenders will be summarily rejected.
- 12.4 During the tender evaluation, ANERT may seek more clarifications/details from any or all of the tenderers, if felt necessary.

- 12.5 The price bids of the tenderers, which submitted the required documents only will be opened and the L1 bidder will be awarded the work of supply and installation of items after fulfilling all the requirements.
- 12.6 If found essential, ANERT reserves the right, in the interest of completion of work within the time limit, to award portion/portions of the Work order to next higher bidders, called for negotiation in the increasing order of their price offers, if they agree to supply at the L1 price.
- 12.7 The price quotes should be inclusive of initial cost of supply and warranty period of 3 years.
- 12.8 The tender offer shall be kept valid for acceptance for a period of 3 months from the date of opening of bid. The offers with lower validity period are liable for rejection.
- 12.10 The evaluation of the price bid will be based on the grand total of all-inclusive amount quoted including 2 years' warranty. The AMC charges for 3 years post warranty period shall be provided by the work awarding agency.

13. SCHEDULE OF SUPPLY

- 13.1 The items should be delivered and installed at ANERT HQ, Thiruvananthapuram under prior information and under the supervision of ANERT officials.
- 13.2 The supply and installation shall be completed within **2 weeks from the date of supply order.**
- 13.3 3 years On-site Warranty must be provided by the OEM / successful bidder.
- 13.4 Penalty for delay in supply and installation will be imposed at 0.5 % per week up to a maximum 10 %. In case of delay in supply and installation, CEO, ANERT may cancel the contract and take recourse to other action as deemed appropriate.

14. PAYMENT

- 14.1 No advance payment will be given. Payment will be released on receipt of invoices and successful installation and commissioning of the system.
- 14.2 The terms of payment shall be:
 - i. 95% of the contract value shall be released on supply of Laptop computers.

- ii. The remaining 5% shall be retained as performance security and will be released on completion of warranty period of 3 years.
- iii. The security deposit of 5% furnished along with the contract agreement shall be released on completion of supply, installation and commissioning.
- 14.3 Income tax, contribution to workers' welfare fund and other statutory deductions shall be made from the payment as per prevailing norms.

15. SERVICE AND MAINTENANCE

- 15.1 The faulty system or components during the warranty period should be replaced/ repaired within 7 days of fault reporting. On-site warranty must be provided and in case the device is to be transported out, it must be informed properly and the expenses for transporting the system from and back to ANERT must be borne by the work allotted agency itself.
- 15.2 The bidder shall provide comprehensive on-site maintenance for Three years from the date of installation, including two years of the above mentioned warranty. This would include maintenance for overall equipment. The bidder shall provide a comprehensive warranty that covers all components after the issuance of the final acceptance by ANERT. The warranty should cover all materials, licenses, services and support for the equipment and software. The bidder shall administer warranties with Sl. No. and warranty period
- 15.3 The bidder shall ensure that the warranty complies with the agreed Technical Standards, security requirements, operating procedures and recovery procedures.
- 15.4 A designated contact Telephone Number and address should be submitted for reporting faults during the warranty period.



AGENCY FOR NON-CONVENTIONAL ENERGY & RURAL TECHNOLOGY (ANERT)

Department of Power, Government of Kerala Thiruvananthapuram, Kerala – 695 033; <u>www.anert.gov.in</u>, projects@anert.in

E-TENDER DOCUMENT

Retender for the Supply of Desktops and Laptop Systems on buyback basis at ANERT HQ,, Thiruvananthapuram

Ref. No.: ANERT-TECH/135/2021-PJO(IT)

PART – 2

Date of Publishing of Bids :- 19/02/2022

Date of Submission of Bids : - 26/02/2022

TECHNICAL REQUIREMENTS

16. SCOPE OF WORK

- 16.1 The scope includes Supply of 19 Nos of Laptop Computers and 5 Nos of small form factor PCs at ANERT HQ, Thiruvananthapuram with the Technical Specifications as mentioned in clause #17.
- 16.2 Preferred Brands HP/Dell/Lenovo
- 16.3 3 Years of On-site warranty must be provided by the successful bidder through the OEM

17. TECHNICAL REQUIREMENTS

| a.] | a. Desktop PC – 5 Nos | | |
|-------------|-----------------------|---|--|
| Sl. No | Item | Minimum Specifications | |
| 1 | Form Factor | Small Form Factor | |
| 2 | Processor | 10th Gen Intel® Core™ i3 or higher | |
| 3 | Operating system | Windows 10 pro higher | |
| 4 | Memory (RAM) | Minimum 8 GB, 1 x 8GB, DDR4, 2666MHz | |
| 5 | Hard Disk | 1 TB 7200 rpm SATA HDD or 512 SDD | |
| 6 | Warranty | 3 years minimum Onsite warranty | |
| 7 | Wireless Connectivity | Wi-Fi & Bluetooth inbuilt | |
| 8 | Ports | 2 x USB 2.0, 2 x USB 3.2 Gen 1 Type-A, HDMI, RJ-45 Ethernet, VGA | |
| 9 | Keyboard and Mouse | Wireless keyboard and Mouse | |
| 10 | Display | Same as OEM, Min 21' | |

| b. 1 | Laptops – 5 Nos | |
|--------|-----------------------------|------------------------|
| Sl. No | Item | Minimum Specifications |
| 1 | RAM Size | 8 GB |
| 2 | Memory Storage Capacity | 256 GB |
| 3 | Flash Memory Installed Size | 256 |
| 4 | Ram Memory Installed Size | 8 GB |
| 5 | Maximum Memory Supported | 16 GB |

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| 6 | Ram Memory Technology | DDR4 |
|----|-----------------------|--|
| 7 | Computer Memory Type | DDR4 SDRAM |
| 8 | Hard Drive Size | 1 TB |
| 9 | Hard Drive Interface | USB 3.2 |
| 10 | Hard Disk Description | 512 SSD |
| 11 | Operating System | Windows 10 |
| 12 | Processor Type | Core i5 |
| 13 | Hardware Interface | USB, Media Card |
| 14 | Processor Speed | 4.2 GHz |
| 15 | warranty | 3 years |
| 16 | USB | 4 |
| 17 | USB Type | USB 2.0, USB 3.2 Gen 1 Type-C, USB 3.2 Gen 1 Type-A, USB 3.2 Gen 1 Type-A |

| c.] | Laptops – 14 Nos | |
|-------------|---------------------------|--|
| Sl. No | Item | Minimum Specifications |
| 1 | Ram Memory Installed Size | 8 GB |
| 2 | Maximum Memory Supported | 20 GB |
| 3 | Ram Memory Technology | DDR4 |
| 4 | Hard Drive Size | 500 GB, SATA or above |
| 5 | Operating System | Windows 10 Home |
| 6 | Processor Brand | Intel |
| 7 | Processor Speed | 4.2 GHz |
| 8 | Processor Type | Core i3 |
| 9 | Hardware Interface | Bluetooth, USB Type C, HDMI, USB 3.2 Gen 1, USB 3.2 Gen 2 |
| 10 | Graphics RAM Type | DRAM |
| 11 | Hard Disk Description | 256GB SSD |

18. BUYBACK

The successful bidder needs to take back the existing 5 Nos of Laptops and 5 Nos of Desktop PCs on buyback basis (in Re-furbishable and Re-usable state). The purchase order will be issued for the amount less the buyback cost.

19. REPLACEMENT

If any Item or any part thereof, before it is taken over is found defective or fails to fulfil the requirements of the contract, ANERT shall give the bidder notice setting forth details of such defects or failure. The Bidder shall make the defective material good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding one month of the initial report.

The replacements by the bidder shall be made free of all charges at site. Should he fail to do so within this time, the buyer reserves the discretion to reject and replace at the cost of the Contractor/Bidder the whole or any portion of the items as the case may be, and that is defective or fails to fulfil the requirements of the contract. The cost of any such replacement made by ANERT shall be deducted from the amount payable to the Bidder.

Component that is reported to be down on a given date should be either fully repaired or replaced by temporary substitute (of equivalent configuration) within the time frame indicated in the document. In case the selected bidder fails to meet the above standards of maintenance, there will be a penalty as specified in the document. The selected bidder shall have to stock and provide adequate onsite and offsite spare parts and spare components to ensure that the resolution time commitment is met.

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ANNEXURE A – SUMMARY OF BID QUALIFICATION REQUIREMENTS

| 1. | Name of the bidder | |
|----|--|-----|
| 2. | Empanelment No. | EA/ |
| 3. | Address in full | |
| 4. | Contact Details | |
| | Mobile | |
| | Land Phone | |
| | Fax | |
| | Email | |
| 5. | Name and Designation of the authorised signatory | |
| 6. | Details of EMD submitted along with the bid in favour of CEO ANERT | |

(To be filled in by the bidder)

Documentary evidence for the bid qualification requirements are submitted along with this document and the details furnished above are true and correct.

Signature of authorised signatory

Name

Designation

Date:

(office seal)

ANNEXURE B-AGREEMENT

| ARTICLES OF AGREEMENT executed on this the day of |
|---|
| Two thousand andbetween the Agency for |
| New & Renewable Energy Research and Technology (hereinafter referred to as |
| ANERT) of the one part and Sri |
| (Name and Address of the tenderer) hereinafter referred to as "the Bounden") of the other |
| part. |

WHEREAS in response to the Notification No.

dated the bounden has submitted to ANERT a e-tender for the *Retender for*

the Supply of Desktops and Laptop Systems on buyback basis at ANERT HQ,,

Thiruvananthapuram specified therein subject to the terms and conditions contained in the said e-tender.

AND WHEREAS the bounden has furnished to ANERT a sum of Rs. as Earnest Money Deposit for execution of an agreement undertaking the due fulfilment of the contract in case his e-tender is accepted by ANERT. NOW THESE PRESENTS WITNESS and it is hereby mutually agreed as follows: -

In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, ANERT shall have power and authority to recover from the bounden any loss or damage caused to ANERT by such breach as may be determined by ANERT by appropriating the moneys inclusive of Earnest Money deposited by the bounden and if the Earnest Money is found to be inadequate the deficit amount may be recovered from the bounden and his properties movable and immovable in the manner hereinafter contained.

All sums found due to ANERT under or by virtue of this agreement shall be recoverable from the bounden and his properties movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though such sums are arrears of land revenue and in such other manner as ANERT may deem fit.

| Signed by Sri | Signed by Sri |
|------------------------------|------------------------------|
| (Date) | (Date) |
| in the presence of witnesses | in the presence of witnesses |
| 1. | 1. |

2.

2.

ANNEXURE C – DECLARATION BY THE BIDDER

e-Tender Notification No: for Retender for the Supply of Desktops and Laptop Systems on buyback basis at ANERT HQ,, Thiruvananthapuram

То

The CEO ANERT

We, the undersigned, declare that:

- 1. We have examined and have no reservations to the Bidding Document, including Addenda No.: (if any)
- 2. We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule
- 3. Our Bid shall be valid for a period of 3 months from the date fixed as deadline for the submission of tenders in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- 4. If our Bid is accepted, we commit to submit a Security Deposit in the amount of 5 percent of the Contract Price for the due performance of the Contract;
- 5. We are not participating, as Bidders, in more than one Bid in this bidding process;
- 6. Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the ANERT or Government of Kerala;
- 7. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.

Signature

Date

Name

ANNEXURE D – UNDERTAKING FOR WARRANTY

e-Tender Notification No: for Retender for the Supply of Desktops and Laptop Systems on buyback basis at ANERT HQ,, Thiruvananthapuram

То

The CEO ANERT

We, the undersigned, declare that:

- 1. We have examined and have no reservations to the Bidding Document
- 2. We are ready to provide 3 years of on-site warranty for the item being supplied.
- 3. During the warranty period, the faults will be rectified within a period of 7 days from the time of reporting and in case the item being supplied requires to be transported out of ANERT premises, the same will be done at our expenses.
- 4. In case, the fault cannot be rectified during the fault occurred during the warranty period, we shall ensure replacement of the components or if needed it will be replaced by a new/refurbished item of the same make and model.

Signature

Date

Name