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| --- | --- |
| CET Logo | **COLLEGE OF ENGINEERING & TECHNOLOGY**  **(A constituent College of Biju Patnaik University of Technology, Odisha)**  **Techno Campus, PO: Ghatikia**  **Bhubaneswar- 751029, INDIA** |

**Tender Call Notice No. 2679 /CET Dated:23.09.2019**

**Tender Notice for Supply, Installation of “Desktop Computer” inside the campus of College of Engineering & Technology (CET), Techno Campus, PO: Ghatikia, Bhubaneswar – 751029.**

CET invites sealed offers in two-bid form for “Supply, Installationof **“Desktop Computer”** inside the campus of College of Engineering & Technology (CET), Techno Campus, PO: Ghatikia, Bhubaneswar – 751029.

Interested parties may collect the Tender Document from CET-Bhubaneswar, as per following schedule. The tender document can also be downloaded from **www.cet.edu.in**.

1. Issue of Tender Document:**24 /09 / 2019 onwards (During 10AM to 4PM on all working days)**
2. Last date of submission of queries: **On or before 4 PM on 30/09/2019**
3. Date of publication of corrigendum (if any): **On or before 4PM on 03 /10/2019**
4. Last date of Submission of Bids: **On or before 4PM on 26/10/2019**
5. Technical Bid opening date: **At 4PM on 28/10/2019**
6. Financial Bid opening date: ***Will be intimated over phone and email to technically qualified bidders after technical evaluation.***
7. Tender fee (Non-Refundable): Rs.5000.00 (Rupees Five thousand only) in the form of a DD favoring **The** **Principal, CET, Techno Campus payable at Bhubaneswar**. In case documents are downloaded from the website, DD of Rs. 5000.00 favoring **The Principal, CET payable at Bhubaneswar** must be enclosed with the technical bid.
8. Earnest Money Deposit: Bidders shall submit their quotes along with an EMD of Rs. 6,00,000/- (Rupees Six Lakhs only). EMD should be in the form of DD/BG favoring The Principal, CET, Techno Campus, Ghatikia, Bhubaneswar - 751029 payable at Bhubaneswar. Validity of such a BG must minimum is for 3-months from the date of issue.
9. Queries will only be accepted from Bidders who have purchased the tender document. Queries must be strictly submitted only in (.XLS/ .XLSX/ .ODF) format. Also, kindly attach the Xerox copy of the receipt against the purchase of the tender document.

**SECTION - I: INVITAION FOR BIDS (IFB)**

**Sub: Supply, Installation of “Desktop Computer” inside the campus of College of Engineering & Technology (CET), Techno Campus, PO: Ghatikia, Bhubaneswar – 751029.**

1. **Scope of works and Technical Specifications:**

Detailed scope of work and technical specifications are as per enclosed **Annexure-I**.

1. **Eligibility Criteria:**

The eligibility criteria for pre-qualification of bidders are as under:

1. The Tenderer(s) in case other than OEM must submit the exclusive tender specific authorization from the Principal/OEM**(FROM THE HEAD OFFICE ONLY)**, failing which their offer will be summarily rejected. The authorization certificate so furnished should clearly incorporate the firm name and address from where after sales services shall be rendered.
2. All CPU, Monitor, Key Board, Mouse products must be from the same OEM.
3. The bidder should be an organization/company in operation with both business office and service/support office for the last five years as on 31st July 2019 in Odisha preferably in Bhubaneswar, to ensure satisfactory after sales service/support.
4. The tender(s) should have executed installations of the similar nature work out of which 1 no. (One) must be of 200 Desktop Computer or at least 2 Nos. of 100 Desktop Computer or more. (Similar nature of work means: Supply & Installation shall be treated as similar work). Proofs of the same like PO copies, installation & completion reports, performance certificates, with address & contact details of the reference installation list should be submitted with the bid. In absence of supporting documents, the bid is liable to be rejected.
5. The bidder should be a registered firm with GST Authority. The bidder should furnish the GST registration certificate, details along with the tender paper and necessary clearance certificates up to March 2019. Enclose copies supporting documents. In absence of such certificates, the Bid is liable to be rejected.
6. The bidder’s firm must be a financially sound have turnover of more than 5 Crore per year for last three financial years and established firm fulfilling all statutory & regulatory requirements of its functioning in India & Odisha. Proof of the registration & other compliances and turn over, audit reports, balance sheets etc for company’s financial soundness as required may be furnished for last three financial years from 2016-17, 2017-18, and 2018-19 (must be certified by CA failing which the bid is liable to be rejected).
7. The bidder or (principal/ OEM in case bidder is authorized channel partner etc) must have an experience of minimum 05 years or more for Sales, Installation & Service support for Supply, Installation of Desktop Computer projects.
8. The bidder should not be black listed in any of the Gov. Organization. Undertaking in this regard must be submitted, the Bid is liable to be rejected.
9. **Bid Submission:**
   1. Part-I (Technical bid) shall include:
      1. Technical bid with full details including description of make and model with data sheet of materials so as to enable technical assessment of the proposal.
      2. Manufacturer’s tender specific authorization certificate
      3. Company profile (as per PROFORMA I & II) along with all supporting documents.
      4. Non-Refundable Tender fee of Rs. 5000/ (Rupees Five thousand only) in the form of DD favoring **The Principal, College of Engineering & Technology, Bhubaneswar payable at Bhubaneswar.** (In case the tender document is downloaded from the college website). Quotations without requisite tender Fee shall be rejected.
      5. Refundable Earnest Money Deposit (EMD): For details please refer Page No. 1 of this tender document. Offers without Earnest Money Deposit will be rejected.
      6. The warranty services are required at CET, Ghatikia, Bhubaneswar. The bidder must provide the plan / arrangement, for installation and warranty services to be provided at CET Campus. A declaration on manufacturer’s warranty as desired/specified in the technical specification should be provided by the OEM in original.
      7. The detailed technical specifications with Make & Model, Compliance Statement must be as per the technical specifications (as per Annexure-I) which needs to be supported by relevant product brochure etc. Without proper Compliance Statement the bid is liable to be rejected.
      8. Acceptance to the terms and conditions laid down in the tender document. Any deviation in the general terms and condition will lead to the rejection of the bid.
      9. If the technical offer contains any price information the offer will be summarily rejected.
   2. Part II (Price Bid): should contain Only Price Details in the prescribed format as per Annexure-II with proper seal and signature of authorized person. Prices should be given in INR in both figures and words.

#### Both sealed covers Part-I “ Technical Bid” and Part-II “Price Bid” should be placed in a third cover along with others requisite supporting documents if any and sealed. The sealed cover containing tender documents as per procedure indicated above should be submitted through Registered Post/Speed Post only addressing to the Principal, College of Engineering & Technology, Techno-campus, Mahalaxmivihar, Ghatikia, , Bhubaneswar-7510029 within the due date and time as stipulated in Tender Call Notice. The sealed envelope must show the name of the tenderer and his address and should be super scribed on the top of the envelope as “*Tender for* Supply, Installation of Desktop Computer” at CET, Bhubaneswar. No hand delivery shall be accepted. The authority is not held responsible for any postal delay.

1. **Opening of Technical and Price Bid:**

Only the technical bids will be opened on the date mentioned at page 1 of this tender document. Interested bidders may attend the technical bid opening as per the schedule. Price Bids of only the short-listed/technically qualified bidders will be opened in presence of the bidder or their authorized representative at the time & date, to be informed later only through phone and email.

The outer cover super scribing in which these sealed covers (i.e. Part I & II) are to be placed should be addressed and reach to the:

**The Principal,**

**College of Engineering & Technology**

**Techno Campus, Ghatikia, Mahalaxmi Vihar**

**Bhubaneswar-751029**

**Odisha, India.**

**SECTION - II: INSTRUCTION TO BIDDERS (ITB)**

1. Bid Validity: Bids shall be valid for minimum 120 Days from the date of opening of technical bid. A bid valid for a shorter period shall not be considered. CET-Bhubaneswar may ask bidders to extend the period of validity.
2. Delivery & Installation: The complete delivery and installation as per our present requirement must be completed at inside the CET Campus (any Building, any floor), Techno Campus, Ghatikia within 6 weeks from the date of P.O to meet the time lines. However, separate order may be placed for additional quantities on the same rates on “As and When Required” basis within the Bid Validity period as above. CET-Bhubaneswar reserves the right to increase or decrease the Bill of Material as per the requirement without any change in the rates quoted.
3. Product specifications and Compliance Statement: The bidder should quote the products strictly as per the tender specifications and only of desired/ preferred brands. Complete technical details along with brand, specification, technical literature etc. highlighting the specifications must be supplied along with the technical bid. A Compliance statement in the form of “Complied” or “Not Complied” shall be given against each item as per prescribed format given in Annexure I. The compliance statements should be supported by authentic documents. Each page of the bid and cuttings / corrections shall be duly signed and stamped by the authorized signatory. Failure to comply with this requirement may result in the bid being rejected.
4. In case of any discrepancy between rates mentioned in figures and words, the latter shall prevail. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
5. Materials must be properly packed against any damage and insured up to the destination. The material should be directly supplied to CET, Bhubaneswar. All the expenses involved in shipping the equipment to CET, Bhubaneswar shall be borne by the Bidder. All aspects of safe delivery shall be the exclusive responsibility of the Bidder. CET-Bhubaneswar will have the right to reject the materials supplied, if they fail to comply with the tender specifications during installation/inspection.
6. Earnest Money is liable to be forfeited and bid is liable to be rejected, if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of the tender.
7. The Earnest Money of all the unsuccessful bidders shall be returned as early as possible but within the Bid Validity period but not before 30 days from the date of Purchase Order. No interest will be payable by CET on the Earnest Money Deposit. The Earnest Money of successful bidder shall be returned after acceptance of the order and submission of Performance Bank Guarantee.
8. If any equipment or part thereof is lost or rendered defective during transit, the supplier shall immediately arrange for the supply of the equipment or part thereof, as the case may be, at no extra cost.
9. The rates should be quoted in Indian Rupees for delivery at the Site **BOTH IN FIGURES & WORDS.** All prices shall be fixed and shall not be subject to escalation of any description during the bid validity period.
10. **The price should be inclusive of CGST & SGST strictly as per the format of Annexure-II. However the bidder need to submit details of tax components like basic price, CGST & SGST a separate sheet [Annexure II(A)] which shall be enclosed in the price bid along with Annexure II. The offers which are not as per the format will be rejected.**
11. CET-Bhubaneswarreserves the right to accept/reject the offers or cancel the whole tender proceedings without assigning any reason whatsoever. Offers through email/fax, etc and open offers shall not be accepted. Late/Delayed offers shall not be accepted under any circumstances. Incomplete offers shall be rejected outright. In case the specified date for the submission of offers being declared as a holiday for CET-Bhubaneswar, the bid-closing deadline shall stand extended to the next working day up to the same time.
12. Any attempt of negotiation direct or indirect on the part of the tenderer with the authority to whom he has submitted the tender or authority who is competent finally to accept it after he has submitted his tender or any endeavor to secure any interest for an actual or prospective bidder or to influence by any means the acceptance of a particular tender will render the tender liable to be rejected.
13. ­­­­­The prospective bidders requiring any clarification about the contents detailed in the tender document may notify to CET-Bhubaneswar in writing at CET’s address within the query submission timeline mentioned at page 1 of this tender document. Such queries need to be sent to CET only through email to principalcet@cet.edu.in.
14. The equipment must be supported by the bidder’s technical support engineers. The support must be available 24 hours in a day, seven days a week and 365 days a year. Also provide toll free number / web / email so that it should be possible to contact the Principal Bidder’s (OEM’s) support Centre.
15. **Unsatisfactory Performance:** The Parties herein agree that CET-Bhubaneswar shall have the sole and discretionary right to assess the performance(s) of the Bidder components(s), either primary and or final, and CET-Bhubaneswar, without any liability what so ever, either direct or indirect, may reject the system(s) component(s) provided by the Bidder, in part or in its entirety, without any explanation to the Bidder, if found unsatisfactory and not up to level of the acceptance of CET-Bhubaneswar.
16. **Disclaimer:** This Tender is not an offer by CET-Bhubaneswar, but an invitation for bidder’s response. No contractual obligation whatsoever shall arise from the RFP process.
17. **Solving Disputes:** The Institution & the Tenderer shall make all efforts to resolve amicably by direct informal negotiation on any disagreement or dispute arising between them under or in connection with this contract. All disputes arising out of the contract shall be referred to courts under the jurisdiction of the Bhubaneswar court only.

***The above terms and conditions except those otherwise agreed upon shall form a part of the Purchase Order.***

1. **Force Majeure:** Notwithstanding the provisions of GCC clauses 22, 23 and 24, the supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that it’s delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
2. For purposes of the clause, "Force Majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
3. If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
4. **Termination for insolvency:** If the supplier becomes bankrupt or otherwise insolvent, the purchaser may terminate the contract by giving written notice to the supplier, without any compensation to the supplier, provided, such termination will not prejudice or affect any right of action or remedy which has accrued and / or will accrue thereafter to the purchaser.
5. **Declaration:**

*“I/We UNDERSTAND THAT THE DETAILS OF THE SERVICES AS PROVIDED ABOVE ARE SUBJECT TO CHANGE. I/WE AGREE THAT IN CASE OF ANY CHANGE IN THE QUANTITIES REQUIRED FOR ANY OF SERVICES, I/ WE WOULD BE SUPPLYING THE SAME AT THE RATES AS SPECIFIED IN COMMERCIAL BID. I /WE AGREE TO ADHERE TO THE RATES GIVEN ABOVE EVEN IF THE QUANTITIES UNDERGO A CHANGE”.*

**SECTION - III: SPECIAL CONDITIONS OF CONTRACT (SCC)**

1. **Price Basis:** Price quoted should be in the prescribed format as per Annexure-II. The quoted price will be considered firm and no price escalation will be permitted during the bid validity period.
2. **Billing:** Billing is to be done in the name of The Principal, CET, Techno Campus, Ghatikia Bhubaneswar-751003. The payment would be on the basis of the actual bill of material supplied and duly certified by authorized representative of CET. The payment shall be made on actual measurement basis.
3. **Performance Bank Guarantee (PBG):** The successful bidder will be required to furnish the Performance Bank Guarantee from a nationalized bank towards 10% amount of the Purchase Order value. This Bank Guarantee shall remain valid for 3 years, which shall be commencing after the completion of entire job. If the products are with more than 3 years warranty the Bidder should enter with an agreement with CET after expiry of 3 years. Such an agreement should be notarized by a notary Public of Bhubaneswar only; else the bank guarantee shall be extended for another 2 years. The warranty of products supplied by the bidder must be available in the respective OEM website, else warranty certificate must be provided by the OEM in their letter head in original.
4. **Payment:** 80% of invoice value after successful Supply by the Party and inspection of the same materials by CET authority, 20% after completion of the job as per the purchase/work order and only after submission of PBG. The inspection time of all the supplied material be completed by CET within Seven working days.
5. **Penalty for Delayed Services:** Since timely completion is the essence of the contract, **the penalty will be levied @ 1 % of the contract value per week**, in case of delay/non-completion of work within the stipulated time period. Maximum penalty should be 1% of the P.O value.
6. **Warranty (Active Components only)**
   1. Active hardware items shall carry standard **5-years onsite comprehensive warranty** from the date of completion of installation.
   2. Onsite support should be provided within maximum 24 working hours. The bidder must undertake to provide the installation and warranty service at CET, Techno Campus, Ghatikia, Bhubaneswar.
   3. The repairing/rectification, if any, of the items under warranty must be done at site only. Bidders must provide standby/spare items of similar configuration to CET, if at all, the faulty item under warranty are required to be taken outside of CET site for repair/restoration. An undertaking from the bidder in this regard must be provided.
   4. The bidder should submit along with the technical bid, the detailed plan for providing installation and warranty services at site. Prompt and efficient after sales service must be provided within the warranty period.
7. **Annexure – I(B): Technical Specifications**
   1. **Desktop Computer**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Sl.** | **Name of the Item** | **Specification** | **Compliance (Yes/No)** | **Make & Model** | **Remarks** |
| 1 | **Processor** | Latest Generation Quad core (i7) 8th Generation with 64-bit x 86 processor, 3.2 to 4.6 GHz clock speed or higher with 12 MB smart cache. |  |  |  |
| 2 | **Motherboard** | Intel B360 chipset or better on OEM based motherboard. |  |  |  |
| 3 | **Memory** | RAM: DDR 8GB 2400MHz expandability up to 32 GB. |  |  |  |
| 4 | **HDD / HDD Controller** | 1 TB SATA 7200 RPM. |  |  |  |
| 5 | **Graphics** | In built Intel graphics UHD 630. |  |  |  |
| 6 | **Audio** | HD integrated audio Controller. |  |  |  |
| 7 | **Network & HBA** | Integrated onboard Ethernet controller 10/100/1000mbps with remote wakeup, Inbuilt Wi-fi. |  |  |  |
| 8 | **Ports** | 1 serial port,1 DVI, 1VGA,1 HDMI, Minimum 8 USB ports with at least 4 USB 3.0, 4 PCI/PCIe slots with one PCI slot, Audio ports. |  |  |  |
| 9 | **OS / Driver** | Genuine Microsoft Windows 10 Professional 64-bit preloaded with media, with driver media. |  |  |  |
| 10 | **OS Certifications** | Windows 10 Professional and Linux certification. |  |  |  |
| 11 | **Diagnostic tools** | Tools BIOS diagnostics. |  |  |  |
| 12 | **Compliance/ Certification** | Energy star version , ISO 9001 and 14001, FCC, EPEAT GOLD Certified. |  |  |  |
| 13 | **System Chassis** | SFF. |  |  |  |
| 14 | **Monitor** | 21.5” or higher LED, Resolution: 1920x1080 or better. |  |  |  |
| 15 | **Power Supply** | Minimum 250 watt or higher with minimum 85% or higher energy efficient power supply |  |  |  |
| 16 | **Anti-Virus** | 05-year subscription (Norton, McAfee, Quick Heal, Kaspersky) with media & Key. |  |  |  |
| 17 | **Keyboard** | USB 104 keys (same OEM make / brand / as System) |  |  |  |
| 18 | **Mouse** | 2 button USB optical scroll mouse (same OEM make / brand / as System) |  |  |  |
| 19 | **Optical Drive** | 16X or higher DVD RW drive |  |  |  |
| 20 | **Warranty** | 05 years on-site comprehensive OEM warranty |  |  |  |

**ANNEXURE – II (PRICE BID)**

*(All price figures are to be in INR only)*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Sl.** | **Item** | **Quantity**  **(A)** | **Make & Model** | **Unit Rate**  **(B)** | **Sub Total**  **(C = A x B)** |
| 1. | **Desktop Computer, Monitor, Key Board & Mouse** | 500(Nos.) |  |  |  |
|  | **TOTAL PRICE (In figures):** |  | | | |
|  | **TOTAL PRICE (In words):** |  | | | |

Total Price quoted should be inclusive of **CGST & SGST**. However, the tax components must be mentioned separately as in ANNEXURE – II (A).

Place: Date:

Name of the Bidder:

Signature:

Seal:

**ANNEXURE – II(A) (DETAILED BREAKUP OF PRICE BID)**

*(All price figures are to be in INR only)*

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Sl.** | **Item** | **Quantity**  **(A)** | **Make & Model** | **Unit Rate**  **(B)** | **CGST**  **&**  **SGST** | **Total Unit Price**  **(D=B+C)** | **Sub Total**  **(E = A x D)** |
| 1. | **Desktop Computer, Monitor, Key Board & Mouse** |  |  |  |  |  |  |
|  | **TOTAL PRICE (In figures):** |  | | | | | |
|  | **TOTAL PRICE (In words):** |  | | | | | |

Place:

Date:

Name of the Bidder:

Signature:

Seal:

**PROFORMA-I (PRE-QUALIFICATION/ELIGIBILITY)**

*PARTICULARS OF THE BIDDERS TO BE FURNISHED IN TECHNICAL BID FOR THE PURPOSE OF PRE-QUALIFICATION:*

|  |  |  |
| --- | --- | --- |
| 1. | Name of Organization/Firm/Company |  |
| 2. | Address & Telephone Number  (Furnish address proof) |  |
| 3. | Year of establishment |  |
| 4. | Status of the Firm  (Company/Firm/Proprietary)  *Supporting document to be enclosed.* |  |
| 5. | Whether registered with the registrar of companies/registrar of firms. If so attach the copy of certificate. |  |
| 6. | Name & Mobile Number of Directors/Partners/Proprietor |  |
| 7. | Whether registered with GST. If so, mention number & date. Furnish also copies of GST registration certificate Mention the GST, enclose the relevant copies with required clearance certificates upto March, 2017. |  |
| 8. | Permanent Account Number (PAN) Furnish copy of PAN |  |
| 9. | State Annual turnover of the company.  Furnish copies of audited balance sheet & profit & loss account for the last three years Certified Auditor. |  |
| 10. | Specify the maximum value of single work executed in the year in the country/State. |  |
| 11. | Status and details of disputes/Litigation/Arbitration, if any. |  |

Place:

Date:

Name, Signature & Seal of Bidder:

**PROFORMA-II (WORK EXPERIENCE)**

*PARTICULAR IN RESPECT OF 3 MAJOR WORKS EXECUTED IN LAST 3 YEARS*

*(TO BE FURNISHED IN TECHNICAL BID)*

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Sl. | Name of work and project with address | Short Description of work executed | Name and address of owner | Value of work executed | Nos. Desktop Computer | Stipulated time of completion | Actual time of completion |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |

NB: Copies of Work Order / P.O., Completion certificate, Performance certificate must be attached.

Place:

Date:

Name, Signature & Seal of Bidder:

**PROFORMA-III (FORMAT OF PERFORMANCE BANK GUARANTEE)**

(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.

Date:

To

The Principal,

College of Engineering & Technology,

Techno Campus, Ghatikia

Bhubaneswar-3, Odisha.

Sub: Performance Bank Guarantee for your purchase order/work order No. \_\_\_\_ Date \_\_\_\_\_\_\_

Dear Sir,

Dated this, the………………………………………..Day of………………………………………………

WHEREAS

……………………………………………………………………………………………………………………………………………………………………… (Name of the Supplier with Address) hereinafter called “Supplier” has undertaken, in pursuance of RFP No. ………………………………………………., (hereinafter referred to as “Tender”) and purchase order/work order as mentioned above for supply and installation of Desktop Computer at CET, Ghatikia, Bhubaneswar.

AND WHEREAS it has been stipulated in the above purchase order/work order that the supplier shall furnish a performance Bank Guarantee (“the Guarantee”) from a scheduled bank of the sum Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_only) being 10% of the total value of the order specified therein as security for supply of the items.

WHEREAS

We ….…………………………………………………………………………………………………………………………………………………………… (“the Bank” Bank Name with complete address, which expression shall be deemed to include it, successors and permitted assigns) have agreed to give CET Bhubaneswar the Guarantee:

Dated this, the………………….. Day of…………………………………….

THEREFORE the Bank hereby agrees affirms as follows

1. The Bank hereby irrevocably and unconditionally guarantees the payment of all sums due and payable by the supplier to CET, Bhubaneswar, adhering and withstanding all the terms therein RPF No………………………………………………………..and purchase order/work order No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ an account of full/partial/non-supply/non-Installation/delayed/defective supply & Installation of Desktop Computer in CET, Bhubaneswar Provided however, that the maximum liability of the Bank towards CET, Bhubaneswar under this Guarantee shall not under any circumstances exceed the amount Rs.\_\_\_\_\_\_\_\_\_\_\_\_/-(Rupees \_\_\_\_\_\_\_\_\_\_\_only) as indicated in Tender No………………………………………………… and purchase order/work order No………………. Date………………………..
2. In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of written notice from CET, Bhubaneswar reason to full/partial/non-supply/non-installation/delayed/defective supply & installation of Desktop Computer in CET, Bhubaneswar which shall not be called in question, in that behalf and without delay/demur or set off, pay to CET, Bhubaneswar any and all sums demanded by CET, Bhubaneswar under the said demand notice, subject to the maximum limits specified in clause 1 above.

A notice from CET, Bhubaneswar to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address:

………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………(Bank name with complete address).

1. This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of 3 years from date of its execution.
2. The liability of the Bank under the terms of this Guarantee shall not , in any manner whatsoever, be modified, discharge, or otherwise affected by:
   1. Any change or amendment to the terms and conditions of the contract or the execution of any further Agreements.
   2. Any breach or non-compliance by the Suppliers with any of the terms and conditions of any Agreements/credit arrangement, present or future, between the supplier and the Bank.
3. The Bank also agrees that CET, Bhubaneswar at its option shall be entitled to enforce this Guarantee against the Bank as principal Debtor, in the first instance without proceeding against supplier and not withstanding any security or other guarantee that CET, Bhubaneswar may have in relation to the supplier’s liabilities.
4. The Bank shall not be released of its obligation under these presents by reason of any act of omission or commission on the part of CET, Bhubaneswar any other indulgence shown by CET, Bhubaneswar or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.
5. This Guarantee shall be governed by the laws of India and only the High Court of Odisha shall have exclusive jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this, the……………………………………………….Day of…………………………………….

Witness

(Signature) (Signature)

(Name) Bank Rubber Stamp

(Official Address) Designation with Bank

Dated: Dated: