

TENDER DOCUMENT

(For the Supply of IT related items for district Fatehgarh Sahib)

TENDER No. HW-1/2007

2007

CHAIRPERSON DISTRICT SUKHMANI SOCIETY

-CUM- DEPUTY COMMISSIONER, FATEHGARH SAHIB

Tender No. : _____ HW-1/2007 _____

Serial No. of Document : _____

Issued to : _____

against request No. : _____

Dated : _____

Tender document issued on : _____

Authorized Signatory

TENDER SUMMARY

NOTICE INVITING TENDER					
TENDER NO.	ITEMS	EMD (RS.)	TENDER DOCUMENT COST (RS.)	LAST DATE & TIME	
				BID SUBMISSION	BID OPENING
HW-1/2007	As per Section-I V	2% of the total quoted amount not exceeding Rs. 50,000/-	NIL	15.11.2007 (11.00 AM)	15.11.2007 (11.30 AM)

TABLE OF CONTENTS

SECTION	SUBJECT	PAGES
I	INVITATION FOR BIDS	5
II	INSTRUCTIONS TO TENDERERS	6
III	TERMS & CONDITIONS OF THE TENDER	11
IV	DETAILED TECHNICAL SPECIFICATIONS	18
V	BID PROPOSAL PROFORMAE	24

Any subsequent clarifications/amendments/ issues by the Purchaser shall be deemed to be a part of the tender document.

SECTION I

INVITATION FOR BIDS

This invitation to the Tenderers is for supplying IT related equipments to District Fatehgarh Sahib through the **District Sukhmani Society Fatehgarh Sahib**: -

1. Tenderers are advised to study the Tender Document carefully. Submission of Tender shall be deemed to have been done after careful study and examination of the Tender Document with full understanding of its implications.
2. Sealed offers prepared in accordance with the procedures enumerated in Clause 1 of Section II should be submitted to the **District Sukhmani Society Fatehgarh Sahib** –o/o Deputy Commissioner, Fatehgarh Sahib, District Administrative Complex, Fatehgarh Sahib not later than the date and time laid down, at the address given in the **Schedule for Invitation to Tender** under Clause 6.
3. All bids must be accompanied by an earnest money of **2% of the total quoted amount not exceeding Rs. 50,000/-** in the form of Bank Draft drawn on a Nationalised / Scheduled Bank in favor of “**District Sukhmani Society Fatehgarh Sahib**” in the envelope containing Commercial bid.
4. This Tender document is not transferable.
5. **Schedule for Invitation to Tender:**
 - a) Name of the organization by which tenders are called (client):
District Sukhmani Society Fatehgarh Sahib-cum-o/o Deputy Commissioner, Fatehgarh Sahib
 - b) Addressee and Address at which Tenders are to be submitted:
**District Sukhmani Society Fatehgarh Sahib
o/o Deputy Commissioner, Fatehgarh Sahib
District Administrative Complex, Fatehgarh Sahib**
 - c) Latest time and date for submission of bids:
Up-to 11.00 AM on _15.11.2007
 - d) **Place Time and Date of opening of Pre-qualification bids:**
**Office of the
Deputy Commissioner, Fatehgarh Sahib
District Administrative Complex, Fatehgarh Sahib**
at 11.30 A.M. on __15.11.2007_____.
 - e) Technical bids of only the Pre-qualified Tenderers will be **opened and scrutinized at the same time after evaluation of pre-qualification bids (same date as ‘d’ above)** and if need be, on the following day(s) to be announced on the spot.
 - f) Date till which the tender is valid:
90 days from last date of submission of bids.
6. Delivery Period: Within 4 weeks after placement of order.

Note: The Client shall not be responsible for any postal delay about non-receipt/non delivery of the documents.

SECTION II

INSTRUCTIONS TO TENDERERS

A. Introduction

1. Procedure for Submission of Bids

It is proposed to have a **Three-Cover System** for this tender.

- a) Pre-qualification documents (2 copies) in one cover.
- b) Technical Bid (2 copies) in one separate cover.
- c) Commercial Bid (2 copies) in another separate cover.

- 1.1 The tenderers must place their pre-qualification, technical and commercial bids in two separate envelopes, super-scribed with separate **Bid titles** as follows:

PRE QUALIFICATION BID

TECHNICAL BID

COMMERCIAL BID

- 2 The Dealers/Manufacturers have to qualify the pre-qualification Bid.
- 3 **Pre-Qualification Bids** will be opened on the prescribed date and time.
- 1.4 **Technical Bids** of only those tenderers will be opened who qualify the **Pre-Qualification round** after the initial processing of pre-qualification bid on the same day or at a date and time to be notified on the same day. The technical specifications may, however, be fine tuned before calling for the revised Commercial bids.
- 1.5 **A minimum time of 48 hours** would be allowed for the submission of the **revised Commercial Bids, if required, based on the fine tuned specification as in para 1.4** by only those tenderers who will qualify both the Pre-Qualification Bid and the Technical Bid and would be **opened immediately thereafter**.
- 1.6 Each copy of the Pre-qualification document should be covered in a separate sealed cover super-scribing the wording '**Pre-qualification document**'. Each copy should be marked as "**Original**" and "**First copy**". Both the copies should be put in a single sealed cover super-scribing the wording "**Pre-qualification document**".
- 1.7 Each copy of Technical Bid of the Tender should be covered in a separate sealed cover super-scribing the wording "**Technical Bid**". Each copy should also be marked as "**Original**" and "**First copy**". Both the copies should be put in a single sealed cover super-scribing the wording "**Technical Bid**".
- 1.8 **Please note that Prices should not be indicated in the Pre-qualification Bid or the Technical Bid and should be quoted only in the Commercial Bid.**
- 1.9 Each copy of Commercial Bid of the Tender should be covered in a separate sealed cover super-scribing the wording "**Commercial Bid**". Each copy

should also be marked as “**Original**” and “**First copy**”. Both the copies should be put in a single sealed cover super-scribing the wording “**Commercial Bid**”.

Commercial Bid should only indicate prices.

- 10 The cover thus prepared should also indicate clearly the name and address of the tenderer to enable the Bid to be returned unopened in case it is received “**Late**”.
- 11 The bids received late and declared late by the Tender Evaluation committee after the last date and time for receipt of bids prescribed in the tender document shall be rejected and/or returned unopened to the Tenderer.
- 12 All the pages of the bid must be signed (with date) by the bidder’s authorised representative and stamped
- 13 Each copy of the tender should be a complete document and should be bound as a volume. Different copies must be bound separately.

2. Cost of Tender document

The Tenderer shall bear all costs associated with the preparation and submission of its Bid, including cost of presentation for the purposes of clarification of the bid, if so desired by the Client and Client will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

3. The Tenderer is expected to carefully examine all instructions, forms, terms and specifications in the Tender Document. Failure to furnish all information required in the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect will be at the Tenderer’s risk and may result in the rejection of the bid.

4. Clarification regarding Tender Document

A prospective Tenderer requiring any clarification of the Tender Document may notify the Client in writing at the Client’s mailing address indicated in Clause 5 of Section I. The Client will respond in writing to any request for clarification of the Tender Document, received, not later than 7 days prior to the last date for the receipt of bids prescribed by the Client. Written copies of the Client response (including an explanation of the query but without identifying the source of Inquiry) will be sent to all prospective Tenderers who have received the Tender Documents.

5. Amendment of Tender Document.

- 5.1 At any time upto the last date for receipt of bids, the Client, may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Tenderer, modify the Tender Document by an amendment.
- 2 The amendment will be notified in writing or by telex or cable to the prospective Tenderers who have received the Tender Documents and will be binding on them.
- 3 In order to afford prospective Tenderers reasonable time or otherwise for any other reason, in which to take the amendment into account in preparing their bids, the Client may, at his discretion, extend the last date for the receipt of Bids.

B. Preparation of Bids

6. Language of Bids

The Bids prepared by the Tenderer and all correspondence and documents relating to the bids exchanged by the Tenderer and the Client, shall be written in the English language, provided that any printed literature furnished by the Tenderer may be written in another language so long as accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

7. Documents Comprising the Bids

The Bids prepared by the Tenderers shall comprise of following components:

(a) Pre-Qualifying Document shall consist of following: -

- i) Bid Proposal sheet duly filled in, signed and complete in all respects, including indexing of checklist. (Proforma -I)
- ii) Qualifying data duly filled in as per relevant Proforma provided in the bid proposal that the tenderer is eligible to bid and is qualified to perform the contract, if its bid is accepted (Proforma -II)
- iii) Copy of valid Income Tax Clearance Certificate or duly accepted ITR
- iv) Relevant proofs (audited balance sheets, income statements etc) showing Rs. Fifty crores average annual turn over of original manufacturer in case of IT equipment (Servers, Computer, printers) and Rs. Ten crores in case of UPS. In case of other items turnover condition is exempted.
- v) Certificate of Authorized Dealer/Distributorship.
- vi) Address, Contact Person, Phone, Tele Fax/E-mail of Branch Offices in Delhi, Chandigarh and Punjab with residential contact information during holidays.
- vii) Details & proof of Service facilities for Technical Support on Services, Maintenance & Availability of Hardware components be attached.
- viii) The list of the various Departments/ Institutions to whom the hardware and software has been supplied for the last 3 years wherever applicable.
- ix) Certificate by the bidder that the bidder has not offered, to any other organization, prices lower than those being quoted in this bid for same products.
- x) Checklist as per page 26 must be enclosed duly filled & signed by the vendor

(b) Technical Bid shall consist of the following: -

- i) Technical Deviations, if any, from the terms and conditions and specifications as specified in the Bidding Documents (Performa-III). Failing which, it would be assumed that there are no technical deviations and the full responsibility lies on the bidder.
- ii) Technical Brochures of the product quoted and also certifications asked for in the detailed technical specifications should also be enclosed.

NOTE: The Technical specifications will be fine tuned on the basis of discussions with various tenderers during the Technical Bid evaluation

process and commercial bid would be called on the basis of fine tuned specifications.

(c) Commercial Bid consisting of the following: -

- i) Bid prices for the fine tuned Technical Specifications duly filled, signed and complete as per the Price Schedule on the prescribed Quotation Proforma (Proforma-IV). The Vendor must quote the basic price (exclusive of taxes) and total price inclusive of all taxes FOR destination.
- ii) The Tenderer shall indicate the firm price for **all the indicated items** / tasks, scope of work, the Terms of reference of which are given in the Technical specifications.
- iii) The Tenderer shall be required to give Item-wise/ activity wise Prices wherever applicable.
- iv) Full Earnest Money of **2% of the total quoted amount not exceeding Rs. 50,000/-** in the form of Bank Draft issued by a Nationalised / Scheduled bank in favor of **District Sukhmani Society Fatehgarh Sahib**.
- v) Commercial Deviations, if any, from the terms and conditions and specifications as specified in the Bidding Documents (Proforma-V).
- vi) Conditional bids will not be entertained.

8. Preliminary Evaluation

- a) Purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- b) Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser. If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, his bid shall be rejected.
- c) A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.

C. Award of Contract

9. Post Qualification

- a) The purchaser shall determine to its satisfaction whether the Bidder selected as having submitted the lowest evaluated responsive bid is qualified to satisfactorily perform the Contract.
- b) An affirmative determination will be pre-requisite for award of Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event; the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

10. Purchaser's Right to Vary Quantities at the Time of Award

The Purchaser reserves the right at the time of award of Contract to increase or decrease the quantities of required equipments without any change in unit price or other terms and conditions.

11. Award Criteria

- a) The Purchaser shall award the Contract to the successful Bidder whose bid has been determined to be responsive and has been determined as the lowest evaluated bid (grand total), provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. The Purchaser shall however not bind itself to accept the lowest of any bid and reserves the right to accept any bid, wholly or in part.
- b) The Purchaser at its absolute and sole discretion reserves the right to award contract to one or more than one Bidder for one or more locations for the purposes as may be necessary or expedient.

12. Purchaser's Right to Accept Any Bid and to Reject Any or All bids

The Purchaser reserves the right to accept any bid, and to annul the Tender Process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.

SECTION -III

TERMS AND CONDITIONS OF THE TENDER

1. TENDERER'S QUALIFICATION:

- 1.1 The Tenderer may be either original manufacturer/ country distributor of the national / international repute of the IT products including hardware, for which the price is quoted in the tender form or he may be authorized dealer/ distributor of original manufacturer. Average annual turnover of the original manufacturer should be Rs. Fifty crores in the last two years. In case of UPS average annual turnover of the original manufacturer should be Rs. Ten crores in the last two years. In case of batteries, upgraded items, consumables, and other petty items, etc turnover condition is exempted. The Tenderer Company should have a valid Income Tax clearance Certificate. It may be noted that the turnover condition for the original manufacturer of the product and not that of the Dealer is required.
- 1.2 The client reserves the right to carry out the capability assessment of the tenderers and the client's decision shall be final in this regard.
- 1.3 The individual signing the tender or other document, in connection with the tender must certify as to whether he or she has signed as: -
 - a). A " Sole proprietor " of the firm or constituted attorney of such sole proprietor.
 - b). A partner of the firm, if it be partnership, in which case he must have authority to refer to arbitration disputes concerning the business partnership either by virtue of the partnership agreement or a power of attorney. In the alternative all the partners should sign the tender.
 - c). Constituted attorney of the firm, if it is a company.

2. STANDARDS:

The Goods supplied under this contract shall conform to the standard mentioned in the fine tuned Technical Specifications, and when no applicable standards are mentioned, to the authoritative standards. Such Standard shall be the latest issued by the concerned institution governing that standard.

3. ELIGIBLE TENDERERS

The bidding is open to all qualified Tenderers who fully meet the following qualifying requirements: -

- a. For IT products, the Tenderer must be a reputed Company engaged in **providing** Services in Areas of work relating to INFORMATION TECHNOLOGY for at least 2-3 years.
- b. The tenderer shall be an Indian Company /Firm and in the preceding three financial years, the average turnover of the tenderers/ original manufacturer shall not be less than Rs. Fifty crores during last two years for IT equipment items and Rs. Ten crores for UPS. In case of batteries, upgraded items, consumables, and other petty items, turnover condition is exempted.
- c. The client reserves the right to carry out the capability assessment of the tenderers and the client's decision shall be final in this regard.

4. DELIVERY PERIOD & INSTALLATION:

- a. The delivery period of the said tasks should be adhered to as will be mentioned in the Award of Contract. The supply shall actually be deemed to have been complete on the actual date of installation.
- b. All the Hardware, software, networking items & batteries etc shall be installed at the premises of the concerned departments/ offices (as required) at the cost of the supplier.

5. DELAY IN THE VENDOR'S PERFORMANCE & PENALTY:

- a. Delivery of the items shall be made by the Vendor in accordance with the time schedule specified by the client/concerned department in this schedule of requirement.
- b. An unexcused delay by the vendor in the performance of its delivery obligations shall render him liable to any or all of the following penalties:-
 - i. In case of non/ partial Supply of the items/ material within a stipulated period, penalty @ 2% per consignment per month or part of a month as per PFR Vol.II, and a further maximum period of one month shall be given for the supply. Thereafter, the client/vendor shall be liable for the imposition of liquidated damage and termination of the contract for default.
 - ii. Forfeiture of earnest money/security.
- c. Hiding of facts by the bidder if revealed at any stage, would amount to forfeiture of EMD and subsequently the firm may also be black listed.

6. STANDARD OF PERFORMANCE

The vendor shall carry out the supply order and carry out its obligations under the contract with due diligence, efficiency and economy in accordance with generally accepted norms techniques and practices used in the industry. The vendor shall also adhere to professional engineering and vendor standards recognized by international professional bodies and shall observe sound management, technical and engineering practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods. The vendor shall always act in respect of any matter relating to this contract, as faithful advisors to the client and shall, at all times, support and safeguard the clients legitimate interests in any dealings with the third party.

7. USE OF CONTRACT DOCUMENTS AND INFORMATION

- a. The Vendor shall not, without the client's prior written consent, disclose the contract or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of client in connection therewith to any person other than a person employed by the vendor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- b. The vendor shall not without the purchaser's prior written consent, make use of any document or information.
- c. Any document other than the contract itself shall remain the property of the client and shall be returned (in all copies) to the client on completion of the vendor's performance under the contract if so required by the client.

8. EARNEST MONEY & SECURITY:

- a. Vendor shall deposit **Earnest money @ 2% of the total quoted amount not exceeding Rs. 50,000/- along with Commercial bid** of the tender document in the form of Bank Draft drawn on a Nationalised / Scheduled Bank in favour of **District Sukhmani Society Fatehgarh Sahib**.
- b. Client may decide to split the order and place order on more than one vendor.
- c. The successful tenderer is required to deposit in addition as security for due performance of the contract, an amount equal to 10% of the approximate value of the consignment. It further prescribes that if the successful tenderer fails to deposit the 10% additional security within 10 days of the acceptance of tender the EMD deposited by the tenderer shall be forfeited. This 10% additional security could be in the form of irrevocable bank guarantee (as per performa VI) drawn on a Nationalised/Scheduled Bank, valid to the completion of the Project (plus TWO months) or a bank draft drawn on a Nationalised / Scheduled bank in favour of District Sukhmani Society-cum-Deputy Commissioner, Fatehgarh Sahib payable at Fatehgarh Sahib. . This condition is exempted for furniture items.

9. SCHEDULE OF PAYMENT:

- a. Payment shall be made by the Purchaser only after completion of supply order or delivery of services, Installation, commissioning and acceptance of the Tasks allotted in the schedule, to the entire satisfaction of the client/concerned department or any other agency nominated by him.
- b. The purchaser may, however, consider making advance payments which shall be subject to the following conditions on various tasks as under:
 1. 70% of the cost of the Hardware/Software will be released against report of receipt of material supported by inspection note issued by the Inspecting Officers.
 2. 20% of the cost will be released after its successful installation and commissioning. The vendor shall inform in writing about complete installation and commissioning. Client may reserve its own capacity for testing the successful installation and commissioning.
 3. Balance 10% will be released against the Bank guaranty of equal amount furnished by the vendor valid for the Warranty period.

10. WARRANTY PERIOD:

- a. The Vendor will be responsible for the comprehensive maintenance free of charge during the warranty period of minimum three year or more for all hardware, peripherals, UPS & networking items, minimum 3 months for software items and minimum 1 year for the batteries (except where warranty is explicitly mentioned in Section IV) after the acceptance of installation & testing. In case of default, Government of Punjab will have the right to arrange maintenance at the risk and cost of vendor, from any other source and shall raise bills to vendor. Vendor shall clear such bills within 7 days.
- b. The vendor will also maintain the Equipment/ Application for efficient running at all times during its warranty period. However, average uptime during a quarter should not be less than 99% for servers, UPS, Hub/Switch/Networking Components attached with Server and 97% for other equipment including Laptop computers. In case the vendor fails to maintain the said uptime, the vendor will be liable for penalty @ 1% of the cost of the total equipment which is rendered unusable per percent of deficiency. Even if a peripheral or part of the system is not working, the system will be considered as down.
- c. The response time for attending the faults will be four hours after they are reported to the Vendor. The Vendor will rectify the faults within 24 hours failing which the vendor will arrange temporary replacements. The services shall be provided Mondays to Saturdays on working hours (9 A.M. to 5 P.M.) of the General shift of the client/ department concerned.
- d. The vendor will do preventive maintenance once a quarter for upkeep of the Systems running. This schedule will have to be adhered to strictly by him. PM may generally be done on Non-working days/ Beyond General Shift Hours.
- e. The comprehensive maintenance will include everything except consumables which will be decided by the client.
- f. If the concerned department/ office desire to enter AMC for any of the IT products, after the expiry of warranty period, the vendor will not charge more than 6% of the Purchase Order value for those products as AMC to be paid on quarterly basis. These charges shall not increase for a period of 5 years after the expiry of the warranty period.
- g. Decision of the client on the facilities to be provided to the engineers of the vendor shall be final.
- h. Client shall move the equipment from one location to another with the help of vendor to the extent possible.
- i. All these terms and conditions will be applicable during Warranty and Post Warranty period.

11. PRICE FALL :

- a. The prices charged for the Goods/ Services supplied under the contract by the vendor shall in no event exceed the lowest price at which the vendor sells the Goods or offers to sell Goods of identical description to the

Department of the Central or State Government or any Statutory undertaking of the central or State Government, as the case may be, during the currency of the contract. **The vendor shall attach a certificate to that effect with the pre-qualifying bid.**

- b. If, at any time during the said period the vendor reduces the sale price, sells, or offers to sell such goods to any person/organization including the purchaser or any Department of State or Central Government or any statutory Undertaking of the Central or State Government as the case may be, at a price lower than the price chargeable under the contract, the Vendor shall forthwith notify such reduction, or sale or offer to sell to the purchaser and the price payable under the contract for the supply of material after the date of coming into force of such reduction or sale or offer to sell shall stand correspondingly reduced.

12. PRICES :

The prices quoted for the Items/Services shall be firm throughout the period of contract & this contract will be valid up to the date of final payment to the supplier and shall not be subject to any upward modification whatsoever. The rates should be quoted **FOR Department/ Office** concerned as specified in the purchase order and inclusive of supply, installation, commissioning, acceptance, warranty and maintenance during warranty period and delivery as per schedule specified in the award of contract.

13. TAXES AND DUTIES:

- a. The vendor shall be entirely responsible for all taxes, duties, license fees, octroi etc. incurred until delivery of the contracted Goods to the purchaser. However, Sales tax (not surcharge in lieu of sales tax) in response of the transaction between the purchaser and the Vendor shall be payable extra by the purchaser if so stipulated in the notification award.
- b. The Vendor must also note that Sales tax will be payable only as per rates applicable to Government Purchases.

14. INSURANCE :

- a. The Goods supplied under the contract shall be fully insured by the vendor against loss or damage incidental to manufacture or acquisition transportation, storage and delivery.
- b. The insurance shall be obtained by the vendor, naming the concerned department/ office as specified in the purchase order as the beneficiary, in an amount equal to the exact value of the Goods up to the installation at site on all risks basis, including war Risks and strike clauses etc.

15. LIQUIDATED DAMAGES :

In the event of the failure of the vendor to secure acceptance of the hardware from the concerned department/ office within 90 days after delivery, the Client reserves the option to recover from the vendor as liquidated damages and not by way of penalty for the period after the said 90 days, until acceptance a sum equivalent to 2% (two percent) of the contract value for each month of the failure of vendor up to a maximum deduction of 10%, to secure acceptance or part thereof without prejudice to the client's other remedies under the contract.

16. TERMINATION FOR DEFAULT:

The client may, without prejudice, to any other remedy for breach of contract, by written notice of default sent to the vendor, terminate the contract in whole or in part if :

- a. The vendor fails to deliver any or all of the obligations within the time period(s) specified in the contract, or any extension thereof granted by the client.
- b. The vendor fails to performs any other obligation(s) under the contract

17. TERMINATION FOR INSOLVENCY :

The client may at any time terminate the contract by giving written notice to the vendor without compensation to the vendor, if the vendor becomes bankrupt or otherwise

insolvent, provided that such termination will not prejudice or effect any right of action or remedy which has accrued thereafter to the client.

18. TERMINATION FOR CONVENIENCE :

- a. The client may by written notice sent to the vendor, terminate the contract, in whole or part at any time for its convenience. The notice of termination shall specify that termination is for client's convenience, the extent to which performance of work under the contract is terminated, and the date on which such termination becomes effective.
- b. The hardware that is complete in every respect and ready for installation within 30 days after the receipt of notice of termination by the vendor shall be purchased by the Client at the contract terms & prices.

19. "NO CLAIM" CERTIFICATE :

The vendor shall not be entitled to make any claim, whatsoever, against the client under or by virtue of or arising out of this contract nor shall the client entertain or consider any such claim, if made by the vendor after he shall have signed a "no claim" certificate in favour of the concerned department/ office in such forms as shall be required by the client after the works are finally accepted.

20. SUSPENSION :

The client may by a written notice of suspension to the vendor, suspend all payments to the vendor under the contract, if the vendor failed to perform any of its obligations under this contract, (including the carrying out of the services) provided that such notice of suspension :

- ii. Shall specify the nature of the failure and
- iii. Shall request the vendor to remedy such failure within a specified period from the date of receipt of such notice of suspension by the vendor.

21. VENDOR'S PERSONNEL:

The vendor shall employ and provide such qualified and experienced personnel as are required to perform the services under the contract.

22. VENDOR PROJECT MANAGER :

The vendor shall ensure that all times during the currency of the contract a vendor project Manager, acceptable to the concerned department/ office, shall take charge of the performance of the contract.

23. DOCUMENTS PREPARED BY THE VENDOR TO BE THE PROPERTY OF THE CLIENT:

All plans, drawings, specifications, designs and other documents prepared by the vendor in the execution of the contract shall become and remain the property of the client, and before termination or expiration of this contract, the vendor shall deliver all such documents to the client under the contract along with the detailed inventory thereof.

24. CONFIDENTIALITY :

The vendor, its sub-vendor(s) or sub-contractor(s) and their personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or the client's business or operations without the prior written consent of the client.

25. PASSING OF PROPERTY :

Ownership shall not pass to the concerned department/ office unless and until the hardware and documentation thereof have been installed, tested and accepted, in accordance with the conditions of the contract to the entire satisfaction of the concerned department/ office.

26. FORCE MAJEURE :

- b. Notwithstanding the provisions of the tender, the vendor 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 are other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- c. For purposes of this Clause, "Force Majeure" means an event beyond the control of the vendor and not involving the vendor and not involving the vendor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the client either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes
- d. If a Force Majeure situation arises, the vendor shall promptly notify the client in writing of such conditions and the cause thereof. Unless otherwise directed by the client in writing, the vendor 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. The client may terminate this contract, by giving a written notice of minimum 30 days to the vendor, if as a result of Force Majeure, the vendor being unable to perform a material portion of the services for a period of more than 60 days.

27. GOVERNING LANGUAGE :

The contract shall be written in the language of the bid, as specified by the client, in the instructions to the tenders. Subject to clause 6 of Section 2, that language version of the contract shall govern its interpretation. All correspondence and other documents pertaining to the contract which are exchanged by the parties shall be written in that same language.

28. OTHER CONDITIONS :

- a. No Negotiations will be held except with the lowest tenderer.
- b. Risk purchase at the cost of supplier will be made on the failure of the supplier to make supply as per Terms and Conditions. The difference of excess in cost thus incurred will be received from the supplier in a suitable manner and even from his pending bills, earnest money or security whichever is available.
- c. When some latest technology or equivalent is introduced on these systems by you, you will have to offer the same to Sukhmani Society Fatehgarh Sahib/ Deputy Commissioner Fatehgarh Sahib on actually agreed charges.
- d. All disputes, differences, claims and demands arising under or pursuant to or touching the contract shall be referred to the sole arbitrator i.e. the Deputy Commissioner, Fatehgarh Sahib. The award of the sole arbitrator shall be final and binding on both the parties under the provisions of the arbitration Act, 1940 or by statutory modification reenactment thereof for the time being in force. Such arbitration shall be held at Chandigarh.
- e. In all matters and disputes arising there under, the appropriate Courts at Punjab / Chandigarh alone shall have jurisdiction to entertain and try them.
- f. The purchaser reserves the right to release the order for whole or part of the quantities as shown in the Tentative Bill or material.
- g. The tenderer may quote for any number of items for which it qualifies.
- h. HRD and training to be integral part of the contract wherever applicable.
- i. Prices should be F.O.R destination.
- j. Inspection : Material will only be accepted after the Inspection Committee certifies that items are as per tender document or fine tuned specification (if any), after inspecting the material (on the vendor's expenses).
- k. Only the material which is strictly according to the specification given in the tender document and are received in perfect condition and approved by client shall be paid for.
- l. Any deviation in these clauses, the material is liable to be rejected and will be returned at your risk and cost without any financial obligation on the part of this office.

Section IV

DETAILED TECHNICAL SPECIFICATIONS

- Note: -**
- (1) The quantity indicated below is subject to increase or decrease.
 - (2) All Software & operating system should be of latest version available/ released in India, which must be mentioned in the bid.
 - (3) Vendor should note that quantity mentioned in the "Qty" column is the total quantity. The delivery/ distribution of these have to be done at the service locations.
 - (4) The IT equipment includes their installation and Networking at service locations.
 - (5) Client may split the items among various vendors as per lowest rates quoted by vendors.

S r No.	Items	T e n t a t i v e Quantity	Installation Locations
1.	<p>Computer Server With following minimum specifications: Intel Xeon Dual core 1.86 processor or better, 2 MB L2 Cache, 800 MHz. FSB, Intel Chipset Dual processor Capable, 2GB DDR-SDRAM with ECC expandable up to 8GB on DIMM, HDD 250 GB; 17" SVGA digital color TFT monitor, MPR II certified, OEM server management software; DVD Writer drive; 2X 10/100/1000 MHz Ethernet card; UL/ FCC/ ISO 9001 certification; 3 years comprehensive onsite warranty All add-ons (RAM, DVD combo drive etc.) should be from OEM)</p>	5	One each for Suwidha Centre at Amloh, Bassi Pathana, Khamano & 2 for Distt. Hq. Fatehgarh Sahib.
2.	<p>Desktop Computers</p> <p>CPU: CORE 2 DUO 4300/6300 1.8/1.86 GHz or higher, 2MB L2 Cache, 800/1066 MHz FSB,</p> <p>Motherboard: Intel Chipset</p> <p>Bus Architecture: Integrated Graphics, 2 PCI, 1 PCI Express X 1 and 1 PCI Express X 16.</p> <p>Memory: 2X512 MB (1 GB) DDR2 RAM with minimum 4 total DIMM slots.</p> <p>HDD: 160GB 7200 rpm Serial ATA HDD,</p> <p>Monitor: 17" TFT SVGA Color Monitor.</p> <p>KBD: 104 keys</p> <p>Mouse: Optical</p> <p>DVD Combo DRIVE:</p> <p>Networking: 10/100/1000 on board Integral Network Port with remote booting, installation and wakeup.</p>	20	Three each for Suwidha Centre at Amloh, Bassi Pathana, Khamano (1-Suwidha, 1-Affidavit, 1-Transport) & 11 for Distt. Hq. Fatehgarh Sahib (1-Arms Lic. 1-Passport 1-Copying 1- MA/DC 1-MA/SDM 1-MA/Tehsil 1-Transport 1-Affidavit 1-Jamabandies 1-Dak 1-maintainence of s/w)

3.	LaserJet Printers Monochrome, resolution 600X600 dpi, paper size A4, Printing speed 14ppm or better, USB port	20	For above mentioned branches
4.	Multifunctional Device(Printer, Fax, Scanner, Photocopier) Heavy duty cycle monochrome, resolution 1200X1200 dpi, paper size A4, Printing speed 25ppm or better, USB & network port, Scanner with ADF, Flatbed, 600 dpi	4	One each for Suwidha Centre Amloh, Bassi Pathana, Fatehgarh Sahib & Amloh
5.	UPS 1 KVA Offline with 2/4 batteries 12Volt, 7.2 AH each of Panasonic/ Exide /Su-cam Make	20	For above mentioned branches
6.	UPS 1KVA Dry Batteries 12V, 7.2AH of Panasonic/ Exide/ Su-cam make.	20	For old UPS's
7	Systems Software(all latest version) : Windows Server SQL Server Visual Basic Crystal report Windows XP Professional MS-Office Acrobat Reader Antivirus	One Set with additional paper License or actually required as per Licensing Policy	

4.0 DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the fine tuned Technical specifications and other tender document except the deviations as mentioned in the Technical deviation Proforma (Proforma-III) Further we agree that additional conditions, if any, found in the proposal documents, other than those stated in deviations Proforma, shall not be given effect to.

1 BID PRICING

We further declare that the prices stated in our proposal are in accordance with your terms & conditions in the bidding document.

2 QUALIFYING DATA

We confirm having submitted in qualifying data as required by you in your tender document. In case you require any further information/documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.

3 CONTRACT PERFORMANCE SECURITY

We hereby declare that in case the contract is awarded to us, we shall submit the performance Guarantee Bond in the form of Bank Guarantee as per terms of tender document.

5.4 We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of our knowledge & belief.

5.5 Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

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

Thanking you,

Yours faithfully,

(Signature)

Date :

Name :

Place :

Designation:

Business Address :

Seal

CHECKLIST & ORDER IN WHICH DOCUMENTS ARE SUBMITTED

(To be filled by the tenderer)

Name of Vendor: _____

S. No	Condition / Item	Yes/ No/ description	Page S.No.(s)	Remarks
1.	Bid Proposal sheet duly filled in signed & complete in all respects (Performa – I)			
2.	Qualifying data duly filled in as per relevant Performa provided in the bid proposal that the tenderer is eligible to bid and is qualified to perform the contract, if it is shortlisted (Performa-II)			
3.	Income Tax Returns of last 2 years /PAN/DIN No. etc			
4.	Rs. Fifty crores average annual turn over for IT equipment & Rs. 10 crores for the UPS items in the last 2 successive years.			
5.	Certificate of Authorized Dealer/ Distributorship, wherever required. (For each product quoted).			
6.	Address, Contact Person, Phone, Tele Fax/E-mail of Branch Offices in Delhi, Chandigarh and Punjab with residential contact information during holidays.			
7.	Details & proof of Service facilities for Technical Support on Services, Maintenance & Availability of Hardware components be attached.			
8.	The list of the various Departments/ Institutions to whom the hardware and software has been supplied for the last 3 years wherever applicable.			
9.	Certificate by the bidder that the bidder has not offered, to any other organization, prices lower than those being quoted in this bid for same products.			
10.	List of items quoted along-with brands			
11.	Letter of authorization to sign the bids.			

Proforma -II

PARTICULARS OF TENDERER & MANUFACTURER

TENDERER'S PARTICULARS FOR TENDER NO.	_____
1. Name of the Tenderer	: _____
2. Address of the Tenderer	: _____

3. Name of the Manufacturer	: _____
4. Year of Establishment	: _____
5. Address of the Manufacturer	: _____

6. Place of Manufacturer	: _____
7. Office Address of Manufacturer (with Telephone & Fax No.)	: _____
	: _____
	: _____
8. Name of the affiliated forms (if any)	: _____

9. Service facilities available for maintenance	: _____

10. Availability of spare parts, components	_____

11. Tenderer's proposal number & date	: _____
12. Name & address of the officer to whom all references shall be made regarding this tender	: _____

13. Annual turnover of the firm for the last 2 successive years. : _____

14. Name of the Dept./Institution where the supply of hardware/Networking has already been made

Telex

Telephone

Fax No.

As of this date the information furnished in all parts of this form is accurate and true to the best of my knowledge.

Witness :

Signature _____

Signature _____

Name _____

Name _____

Designation _____

Designation _____

Address _____

Address _____

Company _____

Company _____

Date _____

Date _____

Company Seal

(With name & designation

of the person signing the tender)

Proforma-III

TECHNICAL DEVIATIONS

Subject: Technical Deviations for the supply of IT related equipments at District Fatehgarh Sahib .

Dear Sir,

Following are the Technical deviations (& variations) to section IV from the exceptions to the specifications for **the supply of IT related equipments at District Fatehgarh Sahib under**. These deviations and variations are exhaustive. Except these deviations and variations, the entire work shall be provided as per your specifications and documents.

Sr. No.	Clause No.	Page No.	Statement of deviations and variations
----------------	-------------------	-----------------	---

Date

Signature

Name

Place

Seal

Performa III (Continued & to be signed on each page)

Check List for Technical Evaluation (To be filled & submitted by the Vendor)				
S. No	Item Specifications	Item Quoted (Y/N)	Technical Deviation (if any)	Remarks
1.	<p>Computer Server With following minimum specifications: Intel Xeon Dual core 1.86 processor or better, 2 MB L2 Cache, 800 MHz. FSB, Intel Chipset Dual processor Capable, 2GB DDR-SDRAM with ECC expandable up to 8GB on DIMM, HDD 250 GB; 17" SVGA digital color TFT monitor, MPR II certified, OEM server management software; DVD Writer drive; 2X 10/100/1000 MHz Ethernet card; UL/ FCC/ ISO 9001 certification; 3 years comprehensive onsite warranty All add-ons (RAM, DVD combo drive etc.) should be from OEM</p>			
2.	<p>Desktop Computers</p> <p>CPU: CORE 2 DUO 4300/6300 1.8/1.86 GHz or higher, 2MB L2 Cache, 800/1066 MHz FSB,</p> <p>Motherboard: Intel Chipset</p> <p>Bus Architecture: Integrated Graphics, 2 PCI, 1 PCI Express X 1 and 1 PCI Express X 16.</p> <p>Memory: 2X512 MB (1 GB) DDR2 RAM with minimum 4 total DIMM slots.</p> <p>HDD: 160GB 7200 rpm Serial ATA HDD,</p> <p>Monitor: 17" TFT SVGA Color Monitor.</p> <p>KBD: 104 keys</p> <p>Mouse: Optical</p> <p>DVD Combo DRIVE:</p> <p>Networking: 10/100/1000 on board Integral Network Port with remote booting, installation and wakeup.</p>			
3	<p>LaserJet Printers Monochrome, resolution 600X600 dpi, paper size A4, Printing speed 14ppm or better, USB port</p>			
4	<p>Multifunctional Device(Printer, Fax, Scanner, Photocopier) Heavy duty cycle monochrome, resolution 1200X1200 dpi, paper size A4, Printing speed 25ppm or better, USB & network port, Scanner with ADF, Flatbed, 600 dpi</p>			
5	<p>UPS 1 KVA Offline with 2/4 batteries 12 Volt, 7.2 AH each of Panasonic/ Exide /Su-cam Make</p>			
6	<p>UPS Dry Batteries 12V, 7.2AH of Panasonic/ Exide/ Su-cam make.</p>			

7	Systems Software(all latest version) : Windows Server SQL Server Visual Basic Crystal report Windows XP Professional MS-Office Acrobat Reader Antivirus			

Proforma-IV

Earnest Money Deposited

: Rs.

(Bank Draft)

PRICE SCHEDULE (In Rs.)

S. No.	Item description	Unit Price		Quantity (c)	Total Price (a+b) x c
		Basic Price (a)	Other Taxes (b)		
1	SERVER			5	
2	Desktop Computers			20	
3	Laser Printer			20	
4.	MFD			4	
5	UPS			20	
6	UPS Batteries			20	
7	Software				
a	Window Server Media			1	
b	Window Server additional paper licence.			4	
c	SQL Server			1	
d	SQL Server additional paper Lic.			4	
e	Visual Basic Media			1	
f	Visual basic additional paper Lic.			4	
g	Crystal Report Media			1	
h	Crystal Report additional paper Lic.			4	
i	Windows XP Profesional Media			1	
j	Windows XP Professional additional paper Lic.			20	
k	MS office Media			1	
l	MS-Office additional paper Lic.			20	
m	Acrobat Reader Media			1	
n	Acrobat additional paper Lic.			20	
o	Antivirus Media			1	

p	Antivirus additional paper Lic.			20	
	GRAND TOTAL (in Rs)				
	(in words)				

As of this date the information furnished in all parts of this form is accurate and true to the best of my knowledge.

(I)

Witness:

Signature _____
Name _____
Designation _____
Address _____

(II)

Date _____ **Signature and Company Seal**
Location _____ **Name:**
Designation:

(I)

Witness:

Signature _____
Name _____
Designation _____
Address _____

(II)

Date _____ **Signature and Company Seal**
Location _____ **Name:**
Designation:

Proforma-V

COMMERCIAL DEVIATIONS

Subject: Commercial Deviations for the supply of IT related equipments at District Fatehgarh Sahib under Multi Service Card project.

Dear Sir,

Following are the Commercial deviations & variations from the exceptions to the specifications for **the supply of IT related equipments at District Fatehgarh Sahib under Multi Service Card project**. These deviations and variations are exhaustive. Except these deviations and variations, the entire work shall be provided as per your specifications and documents.

Sr. No.	Clause No.	Page No.	Statement of deviations and variations
----------------	-------------------	-----------------	---

Date

Signature

Name

Place

Seal

Proforma-VI
PERFORMANCE BANK GUARANTEE

To

Office of the District Sukhmani Society-cum-Deputy Commissioner
Fatehgarh Sahib, Punjab

Dear Sir/Madam,

PERFORMANCE BANK GUARANTEE – Provide IT equipment to District Sukhmani Society cum-Deputy Commissioner, Fatehgarh Sahib

WHEREAS

M/s. (name of Bidder/Tenderer), a company registered under the Companies Act, 1956, having its registered and corporate office at (address of the Operator), (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract dated (herein after, referred to as “Contract”) with you (The Chairperson, District Sukhmani Society-cum-Deputy Commissioner) for Supply of IT equipments as said in the Contract.

We are aware of the fact that as per the terms of the Contract, M/s. (name of Bidder/Tenderer) is required to furnish an unconditional and irrevocable Bank Guarantee in your favour for an amount INR “...” Lacs (Rs. lacs only), and guarantee the due performance by our constituent as per the Contract and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee, as security against breach/default of the said Contract by our Constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach/default of the said Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of INR “.....” Lacs (Rs. lacs only) (in words and figures) without any demur.

Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Performance Bank Guarantee shall continue and hold good till the completion of the Project from the date of signing of the contract (plus TWO months) subject to the terms and conditions in the said Contract.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until the completion of the project period (plus TWO months) as per said Contract.

We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honour the same without demur.

We hereby expressly waive all our rights:

- (i) Requiring to pursue legal remedies against Chairperson District Sukhmani Society-cum-Deputy Commissioner, Fatehgarh Sahib; and
- (ii) For notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the Contract and any resentment, demand, protest or any notice of any kind.

We the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the Contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to INR "....." Lacs (Rs. Lacs only), and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

Our liability under this Performance Bank Guarantee shall not exceed INR “.....” Lacs (Rs. Lacs only); This Performance Bank Guarantee shall be valid only up to the completion of the Project (plus TWO months); and

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before (Date i.e. completion of the project period plus TWO months for the proposed services to Chairperson, District Sukhmani Society-cum-Deputy Commissioner, Fatehgarh Sahib).

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated this day 2007.

Yours faithfully,

For and on behalf of the Bank,

(Signature)
Designation
(Address of the Bank)

Note:

This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.