

Tender Document Sl. No. :

TENDER DOCUMENT

FOR

**COMPREHENSIVE ANNUAL MAINTENANCE
CONTRACT OF LAN INCLUDING SERVERS,
COMPUTERS & PERIPHERALS INSTALLED IN**

UDYOG BANDHU

NAME OF TENDERER : _____

SIGNATURE & SEAL OF : _____
TENDER ISSUING OFFICER

UDYOG BANDHU
12-C, Mall Avenue,
Lucknow-226 001
PHONE – 2237582, 2237583
FAX – 2237345/2235115
e-Mail – ubup@rediffmail.com

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PART-1



UDYOG BANDHU

12-C, Mall Avenue, Lucknow - 226001

Quotations invited for the **"Annual Maintenance Contract"** (with spares / material) of its Computers & Accessories from reputed concerns having working-experience of at least 5 years in annual maintenance of Computer & Accessories in Government Department/Organisations. The concerns should have specialised technical-manpower and having annual turnover of Rs. 30 lacs or more in AMC jobs. The concerns should have Trade Tax/Income Tax registrations.

Concerns, interested in undertaking the AMC may purchase the "Quotation Form", for Rs. 300/- only, from the accounts section of **'Udyog Bandhu'** or submit the draft of Rs. 300 with form download from our website www.udyogbandhu.com and may submit the quotation to Udyog Bandhu by or before 23rd Nov., 2012 by 12.00 noon alongwith draft of earnest money of Rs. 10,000/- in favour of Udyog Bandhu, Lucknow. The quotation shall be opened on the same day at 3.30 pm.

Executive Director

From :

(Full name and address of the tenderer)

To :

The Executive Director,
Udyog Bandhu,
12-C, Mall Avenue,
Lucknow-226 001

Subject : Offer in response to tender Ref. No.AMC/91/2009 for Comprehensive Annual Maintenance of Equipment installed in Udyog Bandhu & Industrial Development Department, Lal Bahadur Shastri Bhawan, Lucknow.

Sir,

Having examined the tender document, the receipt of which is hereby duly acknowledged, we, the undersigned authorized by our company/firm, offer to provide services for Comprehensive Annual Maintenance of Servers, Computers, Printers, Scanners, UPS and LAN installed in Udyog Bandhu & Industrial Development Department, Lal Bahadur Shastri Bhawan. We hereby submit our offer in full compliance with terms & conditions of the attached tender which is submitted in two separate and sealed envelopes marked as "Technical Bid regarding comprehensive annual maintenance of equipment installed in Udyog Bandhu & Industrial Development Department, Lal Bahadur Shastri Bhawan and "Financial Bid regarding comprehensive annual maintenance of equipment installed in Udyog Bandhu". All the details/documents as required in the tender document along with tender earnest money are furnished with our technical bid.

If selected, until a formal contract agreement is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

(Signature & Seal of Tenderer)

Particulars of Tender

- | | | |
|---|---|---|
| 1. Tender Document Sl. No. | : | |
| 2. Particulars of the work | : | Comprehensive Annual Maintenance Contract for Servers, Computers, Printers, Scanners, LCD Projectors, UPS and LAN installed in Udyog Bandhu |
| 3. Period of work | : | Three years |
| 4. Cost of tender document | : | Rs. 300/- (Non Refundable) |
| 5. Last date and time of submission of tender | : | 23 Nov, 2012 up to 12.30 PM |
| 6. Amount of Earnest money deposit (Rs.) | : | Rs. 10,000/- (Rs. Ten Thousands Only) |
| 7. Period of validity of tender for acceptance | : | 90 days from the date of opening of financial bid |
| 8. Date and Time of opening of tender | : | 23 Nov, 2012 at 3:30 PM |
| 9. Place of submission/opening of tender | : | Udyog Bandhu
12-C, Mall Avenue
Lucknow (U.P.) - 226001 |
| 10. Name and address of company/ firm to whom tender document is issued | : | |

(Signature & Seal of Tenderer)

Note: Tender document issued by Udyog Bandhu. or downloaded from the website “www.udyogbandhu.com” will only be considered as a valid Tender.

GENERAL PARTICULARS OF THE TENDERER

- 1- Name of tenderer (company/firm).
- 2- Postal Address.
- 3- Telephone, Fax No., E-Mail
- 4- Name and designation of the representative of the tenderer to whom all references shall be made.
- 5- Company's/firms's brief profile.
- 6- Amount and particulars of the earnest money deposited.
- 7- Legal status of company/firm justifying its existence.
- 8- Turn over of the company/firm during the last three financial years (2009-10, 2010-11 and 2011-12).
- 9- Whether anything extra other than prices of items (as mentioned in financial bid/price schedule) has been written in the financial bid/price schedule.
- 10- Whether the company/firm has to pay arrear of income tax, if yes, mention the amount.
- 11- Whether the company/firm has ever been black listed by any U.P.Govt. deptt./undertaking/ organization for execution of any work.
- 12- Service Centre Owned/hired.
- 13- No. of service engineers at local office in Lucknow with qualifications & experience.
- 14- Proof by company/firm that it is in the business of providing maintenance services for computers and related items from last three years.
- 15- Experience details of maintenance of at least one LAN installation by the tenderer in Govt. Deptt./ Govt. undertaking/ other institutions of the capacity of at least 25 nodes with server(s) and other peripherals connected in the network.
- 16- Reference of any other information attached by the tenderer.
- 17- Whether the company/firm has any relative working in Udyog Bandhu, if yes, state the name and designation of the official.
- 19- U.P.T.T. registration no.
- 20- PAN no.

(Signature & Seal of Tenderer)

EXPERIENCE

RELEVANT CONTRACTS COMPLETED/ UNDERTAKEN

Please fill in information about the relevant contracts undertaken over the past three years in the related field of maintenance. Provide details of only last three works undertaken.

	I	II	III
1. Name of department/organization, which awarded the work			
2. Name of the location of the work			
3. Total contract amount			
4. Year of award and duration of work			
5. Details of work			
6. Was the work satisfactorily completed within stipulated time period (Attach Certificate of work completion)			

(Signature & Seal of Tenderer)

DECLARATION BY THE TENDERER

I/We

(Herein after referred to as the "Tenderer") being desirous of tendering for the work under the above mentioned tender and having fully understood the nature of the work and having carefully noted all the terms and conditions, specifications etc. as mentioned in the tender document, DO HEREBY DECLARE THAT:

1. The tenderer is fully aware of all the requirements mentioned in the tender document and agrees with all provisions mentioned there in.
2. The tenderer is capable of executing and completing the work as required in the tender.
3. The tenderer accepts all risks and responsibilities directly or indirectly connected with the performance of the tender.
4. The tenderer has not colluded with any other tenderers, any employees of Udyog Bandhu or with any other person or tenderer in the preparation of the bid/ tender.
5. The tenderer has not been influenced by any statement or promise of Udyog Bandhu or any of its employees but only by the tender document.
6. The tenderer is financially solvent and sound to execute the tendered work.
7. The tenderer is sufficiently experienced and competent to perform the work mentioned in the tender document to the satisfaction of Udyog Bandhu if the same is awarded to the Tenderer.
8. The information and the statements submitted in the tender by the tenderer are true.
9. The tenderer is familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipal, District, State and Central Governments that may affect the work, its performance or personnel employed therein.
10. The tenderer has submitted an undertaking that it has not been black listed by any U.P. Govt. deptt./ undertaking/ organization for execution of any work.
11. The tenderer's offer shall remain valid for acceptance for 90 days from the date of opening of the Financial bid.
12. The tenderer has attached herewith the earnest money of Rs. 10,000/- (Rs. Ten Thousand Only) as required in the tender document.
13. The tenderer accepts that the earnest money be absolutely forfeited by Udyog Bandhu if the tenderer fails to undertake the work or sign the contract agreement within the stipulated time period.

(Signature & Seal of Tenderer)

14. The tenderer has attached herewith a documentary proof that company/firm is in existence since last three years.
15. The tenderer has attached herewith a documentary proof for turn over of company/firm since last three financial years (2009-10, 2010-11 and 2011-12).
16. The tenderer has attached herewith a documentary proof justifying that the company/firm is in the business of providing maintenance services for computers and related items since last three years.
17. The tenderer gives the assurance to execute the tendered work as per terms and conditions of award of work.
18. The tenderer is fully aware that only those tenderers will be considered in the tender who meet the eligibility and evaluation criteria given in the tender document clause 4.3 under Section-4: Tender opening and evaluation.

(Signature & Seal of Tenderer)

PART-2

GENERAL DETAILS & TECHNICAL SPECIFICATIONS

SECTION - 1 : INTRODUCTION

1.1 CONTENT OF TENDER DOCUMENT

1.1.1. The Tender procedure and contract agreement terms are described in the Tender Document. In addition to the Invitation of Tender, the Bidding document include:

Part (1)

- a. Covering Letter
- b. Particulars of Tender
- c. General Particulars of Tenderer
- d. Experience/ Relevant Contracts Completed/Undertaken
- e. Declaration by the Tenderer

Part (2) General Details & Technical Specifications

Part (3) Financial Bid

1.1.2. The Tenderer is expected to examine all instructions, forms, terms and specifications as mentioned in the Tender document. Failure to furnish all information required by the Tender documents or submission of a bid not substantially responsive to the Bid Document in every respect will be at the tenderer's risk and is likely to result in out-right rejection of the Tender.

1.2 LOCAL CONDITIONS

It will be imperative on each Tenderer to get fully informed himself of all local conditions and factors which may have any effect on the execution of the works covered under these documents and specifications. Udyog Bandhu shall not entertain any request for clarifications from the Tenderer regarding such local conditions.

1.3 CLARIFICATION OF TENDER DOCUMENTS

1.3.1. A prospective Tenderer requiring any clarification of the Tender Documents may contact to Udyog Bandhu in writing or by e-mail at the Udyog Bandhu's addresses indicated in the Invitation for Tender.

1.3.2. Verbal clarifications and information given by the Udyog Bandhu or its employees or representatives shall not be in any way entertained.

1.4 AMENDMENT OF TENDER DOCUMENTS

1.4.1. At any time prior to the submission of the tender or prior to the opening of the bid, Udyog Bandhu may for any reason, whether at its own initiative or in response to a clarification requested by the Tenderer, modify the Tender document by amendments.

1.4.2. The amendment will be notified in writing or by e-mail to all prospective Tenderers, who have received the Tender documents and will be binding on them. The amendments will also be available on website "www.udyogbandhu.com". Udyog Bandhu will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.

(Signature & Seal of Tenderer)

SECTION - 2 : PREPARATION OF TENDER

2.1 LANGUAGE OF BID AND MEASURE

The Tender prepared by the Tenderer and all correspondence and documents relating to the bid exchanged by the Tenderer and Udyog Bandhu 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 of its pertinent passages in which case, for purpose of interpretation, units of measurement shall be metric in accordance with system International.

2.2 DOCUMENT COMPRISING THE BID

The Tender prepared by the Tenderer shall comprise the following components.

- (a) Covering letter as provided in Part-1 of tender document.
- (b) A Tender document purchased from Udyog Bandhu or downloaded from the website "<http://www.udyogbandhu.com>".
- (c) Documentary evidence establishing that the tenderer is eligible to Tender and is qualified to perform the contract if its Tender is accepted. This shall include General Particulars of the Tenderer, Experience Details, Declaration by the Tenderer and related documents as desired under clause 4.3 of Section-4, Part-2.
- (d) Tender document fee furnished as an a/c payee demand draft/pay order from State Bank of India or any Nationalised Bank or any Scheduled Bank favouring Executive Director, Udyog Bandhu payable at Lucknow for Rs. 300/- (Rs. Three Hundred Only) shall be submitted by the tenderer along with his offer if he has downloaded the tender document from website "www.udyogbandhu.com". This tender document fee shall be non refundable to tenderers.
- (e) Tender earnest money furnished as an a/c payee demand draft/pay order from State Bank of India or any Nationalised Bank or any Scheduled Bank favouring Managing Director, Udyog Bandhu payable at Lucknow for Rs. 10,000/- (Rs. Ten Thousand Only) shall be submitted by the tenderer along with his offer.

2.3 BID PRICE

The Tenderer shall quote prices for all the items on the appropriate financial bid schedule given in the tender document. The total price of all the items shall constitute the Bid Price.

2.4 DUTIES AND TAXES

The quoted price should include all taxes and duties such as custom duty, excise duty, trade tax, C.S.T, local taxes, service tax etc., if any. Udyog Bandhu shall deduct TDS or UPTT and/ or income tax as applicable as per the govt. orders of U.P. during the currency of the contract.

2.5 BID CURRENCIES

Prices shall be quoted in Indian Rupees only.

2.6 EARNEST MONEY

2.6.1. Pursuant to clause 2.2 the bidder shall furnish, as part of its bid, bid earnest money as mentioned in the tender document in the form of an a/c payee bank draft/pay order issued by State Bank of India or a nationalized bank or a scheduled bank.

2.6.2. Any bid not having earnest money in accordance with clause 2.2(e) will be rejected by the Udyog Bandhu as non-responsive.

(Signature & Seal of Tenderer)

- 2.6.3. No Interest shall be payable on the amount of earnest money and the same will be released, after the tenders have been decided, to those tenderers who fail to get the contract.
- 2.6.4. The Successful Tenderer's earnest money where annual comprehensive maintenance contract has been established, will be discharged after completion of work and expiry of contract.
- 2.6.5. The Tender's earnest money may be forfeited:
- a) If a tenderer withdraws its tender during the period of tender validity as specified in the tender document.
 - b) If the successful tenderer fails to sign the contract agreement within stipulated time period.
 - c) If the tenderer fails to execute the desired work.

2.7 PERIOD OF VALIDITY OF TENDER

- 2.7.1. Validity of the offer should be ninety days from the date of opening of second envelope containing financial bid of the tenders. Without this validity the tenders will be rejected.
- 2.7.2 In exceptional circumstances, the Udyog Bandhu will solicit the tenderer's consent to an extension of the period of bid validity. The request and the response there of shall be made in writing.

2.8 FORMAT AND SIGNING OF TENDER

- 2.8.1. The bid must contain the name, residence and places of business of the person(s) making the tender and must be signed on each pages and sealed by the tenderer with his usual signature. The name and designation of person(s) signing should be typed or printed below the signature.
- 2.8.2. Tender by a partnership company/firm must be furnished with full name of all partners with a copy of partnership deed.
- 2.8.3. Tender by corporation/company must be signed with the legal name of the corporation/company by the President or Managing Director or Secretary or any other authorized person of corporation/company.
- 2.8.4. The original copy of the Tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The later authorization shall be indicated by written power of attorney accompanying the tender. All pages of the bid shall be initialed and stamped by the person or persons signing the tender.
- 2.8.5. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the tenderer in which case such corrections shall be initialed by the person or persons signing the tender.

(Signature & Seal of Tenderer)

SECTION - 3 : SUBMISSION OF TENDER

3.1 SEALING AND MARKING OF TENDER

3.1.1 The tender must be complete in all technical and commercial respect and should contain requisite documents, informative literature etc. as required in the specifications.

3.1.2 The tenderer should submit financial bid duly signed on the original Price Schedule given in this tender document. This financial bid/ price schedule has to be submitted separately in the second envelope. Nothing else is to be submitted in the second envelope except of the financial bid/ price schedule.

3.1.3 First sealed envelope should contain covering letter, tender document, tender document fee (if downloaded), earnest money, company's/firm's profile along with client list having name of contact person(s) & phone nos., general particulars of the tenderer, experience details, declaration by the tenderer, relevant documents etc. as described in the checklist given at Annexure-1. The envelope should be superscribed with "Technical Bid regarding comprehensive annual maintenance of equipment installed in Udyog Bandhu ". All documents associated with technical bid except financial bid should be duly signed, sealed and submitted in the first envelope. Requisite tender fee (if downloaded) and earnest money in the form of Bank Draft/Pay Order to be attached with technical bid, should be in the name of Executive Director, Udyog Bandhu, Lucknow.

3.1.4 Second sealed envelope should contain duly signed and sealed financial bid only. The envelope should be super scribed with "Financial Bid regarding comprehensive annual maintenance of equipment installed in Udyog Bandhu". Any thing in regard of financial condition, payment terms, rebate etc. mentioned in financial bid may make the tender invalid. Therefore, it is in the interest of the tenderer not to write anything extra except price in the financial bid/price schedule.

3.1.5 Both the envelopes shall be addressed to the Executive Director, Udyog Bandhu, 12-C Mall Avenue, Lucknow-226001 (U.P.)

3.2 EXPENSES FOR CONTRACT AGREEMENT

A formal contract agreement shall be signed between Udyog Bandhu and the selected company/firm for the proper fulfillment of the contract and for comprehensive annual maintenance of the computer systems. The expenses incurred on completing and stamping of the contract agreement shall be paid by the company/firm.

3.3 DEADLINE FOR SUBMISSION OF BIDS

Bids must be received by the Udyog Bandhu at the date, time and address as specified in the tender notice/ tender document.

3.4 LATE BIDS

Any bid received after the deadline for submission of bids prescribed by the Udyog Bandhu pursuant to clause 3.3 will be rejected and/ or returned unopened to the Tenderer.

(Signature & Seal of Tenderer)

SECTION - 4 : TENDER OPENING AND EVALUATION

4.1 OPENING OF TENDER

The procedure of opening of the tender shall be as under:

4.1.1 First envelope bearing technical bid shall be opened at the time and date mentioned in the tender notice/tender document by Udyog Bandhu's representatives in the presence of tenderers, who choose to be present.

4.1.2 Second envelope bearing financial bid and containing price schedule shall be opened (after technical evaluation of all the received tenders) as per time and date to be communicated by Udyog Bandhu to tenderers through letter/ e-mail/ telephone. Second envelope of only those tenderers shall be opened whose tenders/bids are found complete in all respect and who are found technically suitable to perform the contract as per terms and conditions of this tender.

4.2 CLARIFICATION OF TENDER

To assist in the examination, evaluation and comparison of bids, the Udyog Bandhu may at its discretion, ask the tenderer for a clarification of his bid. The request for clarification and the response there of shall be in writing.

4.3 ELIGIBILITY AND EVALUATION CRITERIA

The tenders submitted by the tenderers shall be evaluated on following criteria for their eligibility in participating in this tender. The tenderers must submit relevant details/supporting documents as desired in the criteria:

- i) The tenderer should be a reputed company/firm and should be in existence since last three years. Proof for the same should be attached.
- ii) The minimum annual turnover of the company/firm should not be less than Rs. 30.00 Lakhs in each of the last three financial years (2009-10, 2010-11 and 2010-12). Proof for the same should be attached.
- iii) The company/firm should be an authorized service provider of any reputed OEM of computer systems and is able to provide genuine service for HCL/HP systems/equipment and could provide original replacement of defective parts from HCL/HP for the systems/equipment which are under maintenance. An undertaking to this effect shall be submitted by tenderer along with detailed procedures of procurement of spare parts of the HCL/HP systems/equipment.
- iv) The company/firm should have a valid UPTT registration no. Proof for the same should be attached.
- v) The company/firm should be in the business of providing maintenance services for computers and related items from last three years. Relevant proof for the same should be attached.
- vi) The company/firm should be an income tax payee. Proof for the same should be attached.
- vii) The company/firm should submit an Affidavit on a non judicial notarial stamp paper worth Rs.100/- that company/firm has not been black listed by any U.P.Govt. deptt./undertaking/ organization for execution of any work.

(Signature & Seal of Tenderer)

- viii) The company/firm should have a local office with their service engineers placed at Lucknow. Details of office and staff should be given.
- ix) The company/firm should have maintained at least one LAN installation in any Govt. deptt./ undertaking/ other institutions of the capacity of at least 25 nodes with server(s) and other peripherals connected in the network. Proof for the same should be attached.
- x) The company/firm should submit an a/c payee demand draft/pay order for Rs. 300/- (Rs. Three Hundred Only) as tender document fee along with his offer, the details for which are already given in the tender document, if he has downloaded the tender document from website "<http://www.udyogbandhu.com>".
- xi) The company/firm should submit an a/c payee demand draft/pay order for Rs. 10,000/- (Rs. Ten Thousand Only) as tender earnest money along with his offer, the details for which are already given in the tender document.
- xii) Evaluation of financial bids shall be done on the basis of lowest bid price of technically suitable tenderers. The lowest bid price in this case shall be the minimum among bid prices quoted by all the technically suitable tenderers. It is essential for the tenderers to quote prices for all the items given in the financial bid/ price schedule for computation of their bid prices. The bids of the tenderers not quoting the prices for all the required items in the financial bid/ price schedule shall be rejected.

(Signature & Seal of Tenderer)

SECTION - 5 : AWARD OF CONTRACT

5.1 UDYOG BANDHU RESERVES THE RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD

The Udyog Bandhu reserves the right at the time of award of contract to increase or decrease the quantity of computer systems and related items without any change in price or other terms and conditions.

5.2 UDYOG BANDHU RESERVES THE RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.

Udyog Bandhu reserves the right to reject any or all the tenders or accept any tender in total or in parts or work may be divided among various tenderers without assigning any reason thereof.

5.3 NOTIFICATION OF AWARD

Prior to the expiration of the period of tender validity, the Udyog Bandhu will notify the tenderer by registered letter or e-mail to be confirmed/acknowledged by the tenderer in writing, that his bid has been accepted.

5.4 CONTRACT AGREEMENT

After selection of the company/firm, a contract agreement for execution of comprehensive annual maintenance of the Servers, Computers, Printers, Scanners, UPS & LAN installed at two computer labs established in Udyog Bandhu for a period of three years shall be signed between Udyog Bandhu and the company/firm. As soon as the contract agreement is signed between Udyog Bandhu and the selected company/firm, a firm work order shall be released by Udyog Bandhu in favour of the selected company/firm.

(Signature & Seal of Tenderer)

SECTION - 6 : GENERAL CONDITIONS OF CONTRACT AGREEMENT

6.1 DEFINITIONS

In the deed of contract agreement unless the context otherwise requires:-

- 6.1.1 Udyog Bandhu shall mean The 'Executive Director' or representative of Udyog Bandhu, 12-C, Mall Avenue, Lucknow -226001 (U.P.) and shall also include its successors in interest and assignees. The Company/Firm shall mean the authorized service provider of OEM of the computer systems which is
- 6.1.2 Contract agreement shall be for the annual comprehensive maintenance of servers, computers, printers, scanners, UPS & LAN installed at computer labs established in Udyog Bandhu for a period of three years starting from the date of signing of contract agreement between Udyog Bandhu and the company/firm.
- 6.1.3 The company/firm shall have to comply with all the rules, regulations, laws and by-laws for the time being in force and the instructions, if any, of the Udyog Bandhu.
- 6.1.4 The High court of Judicature at Allahabad, Lucknow bench, Lucknow and Courts subordinate there to at Lucknow, shall alone have jurisdictions to the exclusion of all other courts.
- 6.1.5 The company/firm shall not without the consent in writing of Udyog Bandhu, transfer this contract or any substantial part thereof to any other party.
- 6.1.6 Udyog Bandhu shall have access to the works being carried out by the company/firm under this contract at all reasonable time. All the work shall be carried out by the company/firm to the satisfaction of Udyog Bandhu.
- 6.1.7 If any question, dispute or difference whatsoever shall arise between Udyog Bandhu and the company/firm, in the connection with this contract agreement except as to matters, the decisions for which have been specifically provided in this deed, either party may forthwith give to the other notice in writing of existence of such question, dispute or difference and the same shall be referred to the sole arbitration of the Principal Secretary, Deptt. of I.T. & Electronics, Govt of U.P. or a person nominated by him. This reference shall be governed by the Indian Arbitration Act, and the rules made there under. The award in such arbitration shall be final and binding on both the parties. Work under the contract agreement shall be continuing during the arbitration proceedings unless the Udyog Bandhu or the arbitrator directs otherwise.
- 6.1.8 In case computers are required to be shifted at some other place within Udyog Bandhu premises, then the company/firm shall be responsible for proper shifting, re-installation and functioning of all the computer systems and other equipment installed at the newer place. In such a case, Udyog Bandhu shall make separate arrangements for installation of network and electric cabling required at the newer place for proper functioning of computer systems and LAN.

(Signature & Seal of Tenderer)

6.1.9 'AMC' stands for comprehensive Annual Maintenance Contract.

6.2 TAXES AND DUTIES

The company/firm shall be entirely responsible for all taxes, duties, license fees etc. imposed under the law, rules or regulations by the Govt.

6.3 PAYMENTS

The payments to the company/firm shall be made on quarterly basis. The annual contract value, which is one third of three years' AMC price, shall be divided in four equal parts. Each part of the contract value will be paid after the end of the quarter on production of bills in duplicate. Before making payment of any quarter, Udyog Bandhu will ensure that no maintenance work is pending at the end of quarter.

6.4 COMPENSATION FOR DAMAGES

6.4.1 Computation of compensation for damage shall be based on working hours. The time when computer system or LAN is not used due to any reason except the fault in Computer System/Equipment or LAN shall be treated as uptime. If any of the accessories attached with the computer system/equipment is down the complete computer system/equipment shall be treated as down. If any of the accessories attached with the node is down or the node is not able to access the server, the complete node shall be treated as down.

6.4.2 In case server or switch is not working, then for the purpose of down time calculation, it will be treated that 100% LAN is down.

6.4.3 In case server and switch are working and only some node(s) are not able to access the server, then it will be treated that a part of LAN (comprising of only those nodes which are not available for use) is down.

6.4.4 Udyog Bandhu may at its discretion take out one or more computer systems from LAN to use as stand alone system(s) in the interest of Udyog Bandhu.

6.4.5 The complaints must be attended within four hours of the receipt of Communication by Udyog Bandhu. If complaint is not rectified within time and same problem occurs repeatedly then a penalty amount will be deducted as per clause 6.4 mentioned above.

6.5 TERMINATION FOR DEFAULT

6.5.1 The Udyog Bandhu may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the company/firm, terminate the Contract in whole or part:

- (a) if the company/firm fails to deliver any or all of the Services within the period(s) specified in the Contract Agreement or
- (b) if the company/firm fails to perform any other obligation(s) under the Contract.

In such a case, the tender earnest money submitted by the company/firm may be forfeited.

(Signature & Seal of Tenderer)

6.5.2 In the event, the Udyog Bandhu terminates the Contract in whole or in part, pursuant to the conditions of contract clause 6.5.1, Udyog Bandhu may procure upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the company/firm shall be liable to Udyog Bandhu for any excess costs for such similar Services. However, the company/firm shall continue the performance of the Contract to the extent not terminated.

6.6 FORCE MAJEURE

6.6.1 The company/firm shall not be liable for forfeiture of its tender earnest money, compensation for damages, termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

6.6.2 For purpose of this Clause, “Force Majeure” means an event beyond the control of the company/firm and not involving the company's/firm's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Udyog Bandhu either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the company/firm shall promptly notify the Udyog Bandhu in writing of such conditions and the cause thereof. Unless otherwise directed by the UDYOG BANDHU in writing, the company/firm shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

6.7 TERMINATION FOR INSOLVENCY

The Udyog Bandhu may at any time terminate the Contract by giving written notice to the company/firm, if the company/firm becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the company/firm, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Udyog Bandhu.

6.8 TERMINATION FOR CONVENIENCE

The Udyog Bandhu, by written notice sent to the company/firm 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 the Udyog Bandhu's convenience, the extent to which performance of the company/firm under the Contract is terminated, and the date upon which such termination becomes effective.

6.9 NOTICE

Any notice given by one party to the other pursuant to the contract agreement shall be sent in writing and confirmed in writing to the address specified for that purpose in the special condition of contract agreement.

The termination of contract agreement as per clause 6.5 or 6.7 or 6.8 shall only be done after serving a Notice giving 14 days period. In such a case, rest of the payment will not be payable to the company/firm. Udyog Bandhu will not return any type of spares etc. which were provided by the company/firm due to repair or for any other needs of the system.

The successful company/firm shall have to sign a contract agreement with Udyog Bandhu. The general terms & conditions of the contract agreement shall be but not limited to as given above in the Tender Document.

(Signature & Seal of Tenderer)

SECTION - 7

7.1 SCOPE OF WORK

Scope of work shall be as defined hereunder :-

- 7.1.1 The company/firm has to provide services to set right the malfunctions of the computer systems and related equipment installed in Udyog Bandhu.
- 7.1.2 The parts for which services could not be provided shall be replaced by company/firm. The parts that are to be replaced should either be new parts or equivalent in performance & capacity. In case of replacement, the defective part removed shall become the property of company/firm.
- 7.1.3 The company/firm shall provide for all spares (hardware) as well as any other need or service without any extra charges. Maintenance of all software including operating system in Network will be responsibility of the company/firm.
- 7.1.4 The Udyog Bandhu shall be responsible for providing proper power source.
- 7.1.5 System maintenance charges shall not include the cost of consumables such as under:-
1. Floppy Disks
 2. Tape Cartridges/ CDs
 3. Computer Stationary
 4. Toner Cartridges
- Except the above items, all other items attached with the LAN will be under comprehensive annual maintenance including Print Head of Printers and Batteries of UPS.
- 7.1.6 This contract agreement specifically excludes damages caused due to fire, theft, riots, accidents and other exceptional circumstances.
- 7.1.7 The Udyog Bandhu will give company/firm full access to the equipment to enable company/firm to provide maintenance services and shall make them available to company's/firm's service representatives/ appropriate staff who are familiar with the problems and will provide working space and facilities.
- 7.1.8 The company/firm will send its engineers every day for routine check-up and up keep of the servers, computers, printers, other peripherals and LAN. Servicing of each computer & other systems must be done once in a month and a report will be submitted by the company/firm regarding this.
- 7.1.9 In case of any complaint, company/firm shall attend to the fault within 4 hours and rectify the problem within 24 hours. The complaint will be received by the company/firm on telephone also and a complaint number will be allotted which should be mentioned on the call reports at the time of attending the complaint.

(Signature & Seal of Tenderer)

- 7.1.10 Each problem in a system should be rectified totally. Same problem in a system should not occur again and again. If same problem occurs more than three times and it is not rectified then it will be presumed that it could not be diagnosed by the company/firm or the defective part connected with this problem is not replaced. In this case the maintenance amount for that system will not be payable.
- 7.1.11 If there is any type of problem in a system which could not be rectified within 24 hours, the clear reason, solution & time for the rectification of the problem should be mentioned by the company/firm engineer on the call report.
- 7.1.12 No system will be taken to lab by the company/firm unless it is very essential. Only defective parts may be taken to lab by the company/firm. In case company/firm has to take any system to the lab for its repair, he has to provide standby system in advance so that the work may be continued. If a system remains out of order for a longer period, a penalty amount will be deducted as per clause 6.4 mentioned in the tender document.
- 7.1.13 If company/firm provides standby system for any system which is out of order, it will be the responsibility of the company/firm that before expiring the contract agreement it should repair/replace the defective system and only then he could take its standby system back otherwise Udyog Bandhu may deduct/recover from the security and payable amount equal to the cost of the system.
- 7.1.14 No system should be remained down on the basis that the part equivalent to defective part is not available. The company/firm has to install the latest parts/cards in the systems even if for installation of latest parts, the motherboards or other parts/cards have to be replaced.
- 7.1.15 All services regarding network will be provided by the company/firm at our place.
- 7.1.16 It will be the responsibility of the company/firm to keep all the systems listed under scope of work in working condition. If the company/firm fails to do so or could not provide satisfactory services for the network/systems & peripherals, the services for those systems/ network (server & nodes) may be discontinued by the Udyog Bandhu by giving a notice to the company/firm & full amount for the maintenance of those systems may be recovered by Udyog Bandhu.
- 7.1.17 Any engineer/person from the company/firm will neither open any system nor replace any spare without prior permission of authorized person otherwise the company/firm will be responsible for the same and Udyog Bandhu may take necessary action accordingly.
- 7.1.18 All the passwords set by the engineer(s) of the company/firm will be informed in writing to the Incharge, Computers and without his/her permission, engineer(s) will not change the passwords.
- 7.1.19 The company/firm will note the complaint on phone with the name of complainant, details and date of complaint and allot a complaint no. to complainant which will be indicated in the call report of company's/firm's Engineer.

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- 7.1.20 Each complaint will be rectified within 24 hours from the time of reporting of complaint. If complaint is not rectified within time and same problem occurs repeatedly then a penalty amount will be deducted as per clause 6.4 mentioned above in the tender document by the Udyog Bandhu.
- 7.1.21 Payment will be made according to the contract agreement but if within this period, some systems are discontinued due to buy back, auction or any other reason, the information will be given to the company/firm and from that date, the maintenance amount for those systems will not be payable and will be adjusted in next due amount.
- 7.1.22 In case of defective parts, if the part is not repairable, the part will be replaced with the same "make", If that "make" is not available in the market then part will be replaced with the more reputed make having recognition in Govt. offices.

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7.2 Installations at- 'Udyog Bandhu'

SL. NO.	ITEMS	MAKE	DESCRIPTION	QTY.
1.	Desktop	Dell	Core 2 duo,3.0 GZH, 2GB, 160 GB, HDD, TFT Monitor, DVD Writer, Key Board & Mouse	5
2.	Server	HCL	Infinity Glogal Line 1450 (Server) Intel P-IV 2.8 GHz, 512 MB DDR-SDRAM, 2x36 GB Wide Ultra SCSI III HDD, 52x Speed CDROM, TFT Monitor, 1.44 MB FDD, Ethernet card, 20/40 GB DAT Drive, keyboard, optical mouse	1
3.	Desktop	HCL	Intel Pentium 240 Ghz, 160 GB HDD, 1.44 FDD, 512 MB RAM, DVD writer, TFT Monitor, Keyboard, Mouse & Speakers	5
4.	Desktop	HCL	HCL Pentium-IV Computer (HCL Infiniti Pro BL 1090) Intel Pentium IV @2.8 GHz, 256 MB DDR SDRAM, 512 KB L2 Cache Memory, 1.44 MB FDD, 40 GB HDD, Optical Mouse, Keyboard, TFT Monitor, 52x DVD-CDRW, Multimedia Kit (with OEM speakers and mic), 56 Kbps internal Modem	6
5.	Desktop	HCL	HCL Infiniti Pro BL 1200 Intel Pentium-IV (Processor 3.2 Ghz, Intel 915G chipset, 512 MB DDR SDRAM, 1.4" FDD, 80 GB HDD, 104 keys keyboard, TFT Monitor,	5
6.	Desktop	HCL Infinite	Pentium-IV Computer (HCL Infiniti Pro BL 1090) Intel Pentium IV @2.8 GHz, 256 MB DDR SDRAM, 512 KB L2 Cache Memory, 1.44 MB FDD, 40 GB HDD, Optical Mouse, Keyboard, TFT Monitor, 52x DVD-CDRW, Multimedia Kit (with OEM speakers and mic), 56 Kbps internal Modem	1
7.	Laptop	HP Compaq	Computer Notebook Mobile Centrino Laptop HP Compaq NX-7010 Intel Centrino Mobile Pentium 1.4 GHz, 1024 KB L2 Cache, 512 MB DDR SD RAM, 40 GB HDD, 15.4" WSGA Colour TFT, 56 KBPS Modem, 8x DVD CDR/RW Combo drive	1
8.	Laptop	HP Compaq	Laptop Computer HP Compaq Business Notebook Nx 6120	1

9.	Laptop	Sony	Notebook-VGN-SR-46CD	1
10.	Printer	HP	HP Colour Laser Jet 1600	1
11.	Printer	HP	HP 1010 Laserjet	1
12.	Printer	HP	HP 1160 Laserjet	2
13.	Printer	HP	HP 1022 Laserjet	4
14.	Printer	Samsung	ML 2010 Laserjet	5
15	Printer	Samsung	ML3560 Laserjet Network Printer	1
16.	Printer	Samsung	MI 1710 P Laserjet	1
17.	Printer	HP	HPLJ P-1008	4
18.	Scanner	HP	HP Officejet 5610	1
19.	Scanner	HP	HP Laserjet M-1522	1
20.	Switch	HCL	24 port switch (10/100/1000)	1
21.	Switch	HCL	16 port switch (10/100)	1
22.	UPS	Supercom	500 VA UPS	4
23.	UPS	Microtek	500 VA UPS	2
24.	UPS	Intex/Iton	500 VA UPS	4
25.	UPS	Tiny Triton	500 VA Line Interactive UPS	4
26.	UPS	Neo Power	500 VA Line Interactive UPS	6
27.	UPS	Neo Power	700 VA	5
28.	Speaker	HCL	Speaker	8

Installations at- "Deptt. of Indl. Development, U.P. Civil Secretariat"

SL. NO.	ITEMS	MAKE	DESCRIPTION	QTY.
1.	Desktop	Dell	Core 2 duo,3.0 GHz, 2GB, 160 GB, HDD, TFT Monitor, DVD Writer, Key Board & Mouse	3
2.	Desktop	HCL	Pentium-IV Computer (HCL Infiniti Pro BL 1090) Intel Pentium IV @2.8 GHz, 256 MB DDR SDRAM, 512 KB L2 Cache Memory, 1.44 MB FDD, 40 GB HDD, Optical Mouse, Keyboard, 15" SVGA Colour Monitor, 52x DVD-CDRW, Multimedia Kit (with OEM speakers and mic), 56 Kbps internal Modem	1
3.	Printer	HP	HPLJ 1010	1
4.	Printer	HP	HPCLP-1515	2
5.	Printer	HP	HP all in one M1005 MFP Laserjet	1
6.	Printer	HP	HP LJ 1000 Plus	1
8.	UPS	Neo Power	700 VA	3
7.	Speaker			1
9.	HUB		8 Port 10/100 kbps	1

(Signature & Seal of Tenderer)

Note :- For any other information, if required, the Tenderer may contact Dy. Manager (Fin.), Udyog Bandhu.

PART -3

FINANCIAL BID Installation at Udyog Bandhu

SL. NO.	ITEMS	MAKE	MODEL	QTY.	UNIT PRICE FOR 3 YEARS AMC (Rs.)	
					In Figures	In Words
1.	Desktop	Dell	Core 2 duo,3.0 GHz, 2GB, 160 GB, HDD, TFT Monitor, DVD Writer, Key Board & Mouse	5		
2.	Server	HCL	Infinity Glogal Line 1450 (Server) Intel P-IV 2.8 GHz, 512 MB DDR-SDRAM, 2x36 GB Wide Ultra SCSI III HDD, 52x Speed CDROM, TFT Monitor, 1.44 MB FDD, Ethernet card, 20/40 GB DAT Drive, keyboard, optical mouse	1		
3.	Desktop	HCL	Intel Pentium 240 Ghz, 160 GB HDD, 1.44 FDD, 512 MB RAM, DVD writer, TFT Monitor, Keyboard, Mouse & Speakers	5		
4.	Desktop	HCL	HCL Pentium-IV Computer (HCL Infiniti Pro BL 1090) Intel Pentium IV @2.8 GHz, 256 MB DDR SDRAM, 512 KB L2 Cache Memory, 1.44 MB FDD, 40 GB HDD, Optical Mouse, Keyboard, TFT Monitor, 52x DVD-CDRW, Multimedia Kit (with OEM speakers and mic), 56 Kbps internal Modem	6		
5.	Desktop	HCL	HCL Infiniti Pro BL 1200 Intel Pentium-IV	5		

			(Processor 3.2 Ghz, Intel 915G chipset, 512 MB DDR SDRAM, 1.4" FDD, 80 GB HDD, 104 keys keyboard, TFT Monitor,			
6.	Desktop	HCL Infinite	Pentium-IV Computer (HCL Infiniti Pro BL 1090) Intel Pentium IV @2.8 GHz, 256 MB DDR SDRAM, 512 KB L2 Cache Memory, 1.44 MB FDD, 40 GB HDD, Optical Mouse, Keyboard, TFT Monitor, 52x DVD-CDRW, Multimedia Kit (with OEM speakers and mic), 56 Kbps internal Modem	1		
7.	Laptop	HP Compaq	Computer Notebook Mobile Centrino Laptop HP Compaq NX-7010 Intel Centrino Mobile Pentium 1.4 GHz, 1024 KB L2 Cache, 512 MB DDR SD RAM, 40 GB HDD, 15.4" WSGA Colour TFT, 56 KBPS Modem, 8x DVD CDR/RW Combo drive	1		
8.	Laptop	HP Compaq	Laptop Computer HP Compaq Business Notebook Nx 6120	1		
9.	Laptop	Sony	Notebook-VGN-SR-46CD	1		
10.	Printer	HP	HP Colour Laser Jet 1600	1		
11.	Printer	HP	HP 1010 Laserjet	1		
12.	Printer	HP	HP 1160 Laserjet	2		

13.	Printer	HP	HP 1022 Laserjet	4		
14.	Printer	Samsung	ML 2010 Laserjet	5		
15.	Printer	Samsung	ML3560 Laserjet Network Printer	1		
16.	Printer	Samsung	Ml 1710 P Laserjet	1		
17.	Printer	HP	HPLJ P-1008	4		
18.	Scanner	HP	HP Officejet 5610	1		
19.	Scanner	HP	HP Laserjet M-1522	1		
20.	Switch	HCL	24 port switch (10/100/1000)	1		
21.	Switch	HCL	16 port switch (10/100)	1		
22.	UPS	Supercom	500 VA UPS	4		
23.	UPS	Microtek	500 VA UPS	2		
24.	UPS	Intex/Iton	500 VA UPS	4		
25.	UPS	Tiny Triton	500 VA Line Interactive UPS	4		
26.	UPS	Neo Power	500 VA Line Interactive UPS	6		
27.	UPS	Neo Power	700 VA	5		
28.	Speaker	HCL	Speaker	8		
	Total					

Installations at- "Deptt. of Indl. Development, U.P. Civil Secretariat"

SL. NO.	ITEMS	MAKE	MODEL	QTY.	UNIT PRICE FOR 3 YEARS AMC (Rs.)	
					In Figures	In Words
1.	Desktop	Dell	Core 2 duo,3.0 GZH, 2GB, 160 GB, HDD, TFT Monitor, DVD Writer, Key Board & Mouse	3		
2.	Desktop	HCL	Pentium-IV Computer (HCL Infiniti Pro BL 1090) Intel Pentium IV @2.8 GHz, 256 MB DDR SDRAM, 512 KB L2 Cache Memory, 1.44 MB FDD, 40 GB HDD, Optical Mouse, Keyboard, 15" SVGA Colour Monitor, 52x DVD-CDRW, Multimedia Kit (with OEM speakers and mic), 56 Kbps internal Modem	1		
3.	Printer	HP	HPLJ 1010	1		
4.	Printer	HP	HPCLP-1515	2		
5.	Printer	HP	HP all in one M1005 MFP Laserjet	1		
6.	Printer	HP	HP LJ 1000 Plus	1		
8.	UPS	Neo Power	700 VA	3		
7.	Speaker			1		
9.	HUB		8 Port 10/100 kbps	1		
	Total					

Note: 1. Unit Prices for 3 years AMC should be quoted taking into consideration all the applicable taxes as suggested in the tender document.

2. In case the quoted Unit Price for 3 years AMC in figures and words for an item mismatches then Unit Price quoted in words for that item shall be treated as final and correct.

(Signature & Seal of Tenderer)

CHECKLIST FOR TENDERERS**DOCUMENTS/ DETAILS TO BE SUBMITTED WITH
TECHNICAL AND FINANCIAL OFFERS**

Sl.No.	Required Documents/ Details	Whether submitted (Yes/ No)
Along with Technical offer (First envelope) :		
1	Covering letter as provided in Part-1 of tender document	
2	A signed & stamped copy of Tender Document purchased from Udyog Bandhu or downloaded from the website "http://www.udyogbandhu.org"	
3	General Particulars of the Tenderer as required in Part-1 of tender document	
4	Experience Details in the format as given in Part-1 of tender document	
5	Declaration by the Tenderer as given in Part-1 of tender document	
6	Document supporting company's/firm's existence from last three years	
7	Documents supporting company's/firm's turnover during last three financial years (2009-10, 2010-11 and 2011-12)	
8	An undertaking that company/firm is an authorized service provider of any reputed OEM of computer systems and is able to provide genuine service for HCL/HP systems/equipment	
9	Document supporting company's/firm's UPTT registration no.	
10	Document supporting that company/firm is in the business of providing maintenance services for computers and related items from last three years	
11	Document supporting company's/firm's as an income tax payee	
12	Affidavit on a non judicial notarial stamp paper worth Rs.100/- supporting that company/firm has not been black listed by any U.P.Govt. deptt./undertaking/ organization for execution of any work	
13	Details of office, staff and service engineers placed at local office in Lucknow	
14	Document (Work Order/ Successful Completion Certificate) supporting that company/firm have maintained at least one LAN installation in any Govt. deptt./ undertaking/ other institutions of the capacity of at least 20 nodes with server(s) and other peripherals connected in the network	
15	A/c payee demand draft/pay order for Rs. 300/- (Rs. Three Hundred Only) as tender document fee if the tender document is downloaded from website "http://www.udyogbandhu.com"	
16	An a/c payee demand draft/pay order for Rs. 10,000/- (Rs. Ten Thousand Only) as tender earnest money	
Along with Financial offer (Second envelope) :		
17	Financial bid as provided in Part-3 of tender document	

(Signature & Seal of Tenderer)