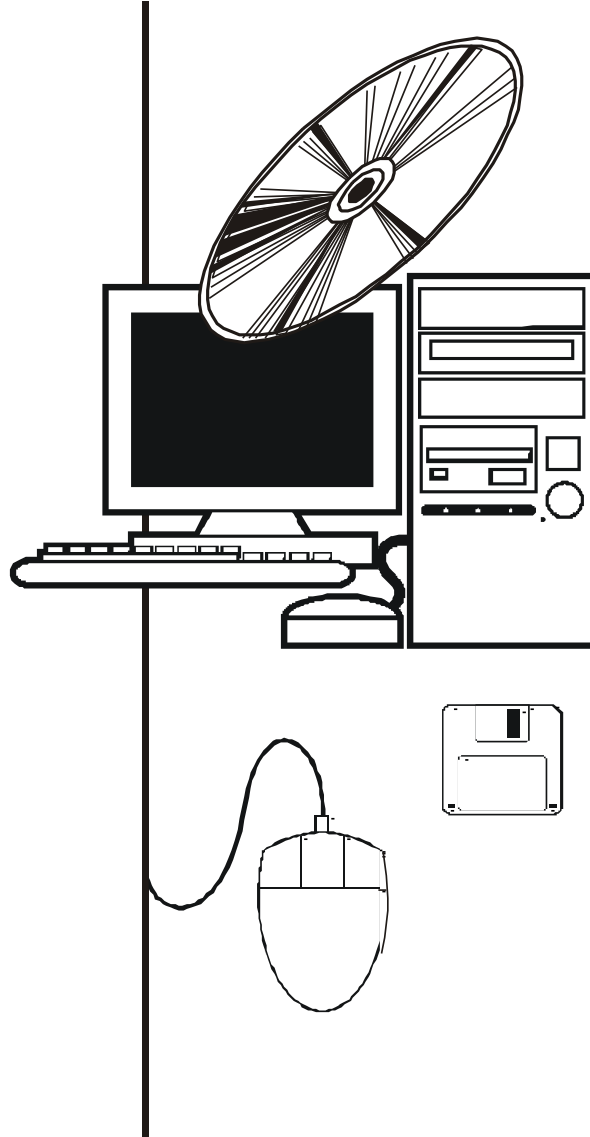




Advt. No :-HARTRON/MSG/2010-11/07	Sr.No: 12	Date:
DATE OF SUBMISSION OF OFFER: 27.12.2010		

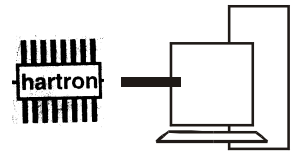


Empanelment Document

CATEGORY: AMC, Upgradation & repair of computer systems and allied items and purchase of computer components like HDD, FDD, Keyboard, Mouse, Monitor, SMPS, Pen Drive etc.

हरियाणा राज्य इलेक्ट्रॉनिक्स विकास निगम लिमिटेड
एस. सी. ओ. 111 - 113, सेक्टर 17 बी, चण्डीगढ़ - 160017 (भारत)
haryana state electronics development corporation limited
(a state government undertaking)
Regd. Office : S.C.O. 111-113, Sector 17-B,
Chandigarh - 160 017 (India)





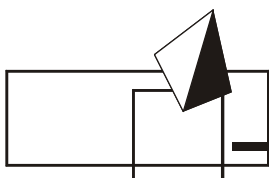
TENDER No:-HARTRON/MSG/2010-11/07

Tender No.:- 07
S.No.12 Date:-

To

LAST DATE OF SUBMISSION OF OFFER	:	27.12.2010 upto 2.30 PM
DATE & TIME OF OPENING OF OFFERS	:	27.12.2010 at 3.00 PM
COST OF TENDER DOCUMENT	:	₹1,000/- (If downloaded from website, attach DD of `1000/- alongwith EMD & Non-refundable empanelment fee)
EARNEST MONEY	:	₹25,000/- for AMC of computer systems and allied items. ₹10,000/- for the purchase of computer components.
INSTRUCTIONS TO TENDERERS	:	ANNEXURE-I
UNDERTAKING OF RATES	:	ANNEXURE-II
SERVICE AUTHORISATION CERTIFICATE	:	ANNEXURE-III
TERMS AND CONDITIONS	:	ANNEXURE-IV
SPL. TERMS AND CONDITIONS	:	ANNEXURE-V
VENDOR QUALIFICATION CRITERIA	:	ANNEXURE - VI

(Roshan Lal)
Asstt. General Manager (Mkt.)



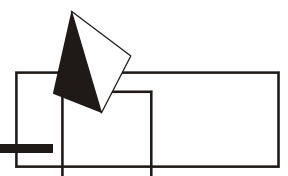


ANNEXURE-I

HARYANA STATE ELECTRONICS DEVELOPMENT CORPORATION LIMITED

INSTRUCTIONS TO TENDERERS

1. Empanelment Document must be enclosed in a properly sealed envelope addressed to the **Managing Director, HARTRON** with kind attention to **Asstt. General Manager(Mkt), HARTRON** by designation and not by name. The quotations must be superscribed "Empanelment Document for the AMC for Computer systems and allied items during the year 2010-2011 as called for in Tender No HARTRON/MSG/2010-11/07" The Empanelment Document must reach the Asstt. General Manager(Mkt), HARTRON upto 2.30 PM on the date mentioned in the tender notice.
2. In the event of Empanelment Document being submitted by a firm, it must be signed separately by each member thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorising him to do so, or in the case of a Company, the Empanelment Document should be executed in the manner laid down in the said Company's Articles of Association. The signatures on the Empanelment Document shall be deemed to be authorised signatures.
3. All the columns of the quotation form shall be duly, properly and exhaustively filled in. The rates and units shall not be overwritten. Empanelment Document shall always be both in the figures and words. The words "No Empanelment Document" should be written across any or all of the items in the schedule for which a tenderer does not wish to tender.
4. Any omission in filling the columns of "units" and "rate" shall altogether debar a quotation for being considered.
5. All corrections must be signed by the tenderers.
6. **EMD:** An EMD of ₹25,000/- for AMC of Computer systems & allied items and/or ₹10,000/- for the purchase of computer components has to be deposited in the form of Demand Draft payable to HARTRON, Chandigarh.
7. **Empanelment Fees:** A non refundable empanelment fee @ ₹1250/ for AMC of computer systems & allied items and ₹500/- for the purchase of computer components shall be enclosed with the document separately. In case, empanelled supplier / vendor wish to withdraw from the empanelment, vendor shall be allowed to do so and EMD amount will be refunded to him after forfeiting the empanelment fee provided that EMD are free from any Purchase.
8. The supplier who will not be qualified for empanelment, the EMD alongwith empanelment fee will be refunded back.





9. The Managing Director, HARTRON does not bind himself to accept the lowest tender and reserve to himself the right to reject any or all tenders without assigning any reasons.
10. No tender will be considered unless and until all the documents are properly signed.
11. The Empanelment Document will be regarded as constituting an offer or offers open to acceptance in whole or in part or parts at the discretion of Managing Director, HARTRON.

In the event of tender being accepted, the Empanelment Document will be converted into contract which will be governed by the conditions in pages (2-9) read with these instructions.

Read and accepted.

Signature of the Tenderer

I/We hereby quote to supply the goods and materials specified in the schedule "A" in the manner in which and within the time specified as set forth in the conditions of contract at page (2-9) at the rates given in the schedule "A". The conditions on page (2-9) will be binding upon me/us in the event of the acceptance of my/our tender.

I/We herewith enclose deposit receipt for sum of `.....as Earnest money and should I/We fail to execute an agreement embodying the said conditions. I/We hereby agree that the above sum of Earnest money shall be forfeited by Managing Director, HARTRON.

SCHEDULE 'A' OF RATES

SCHEDULE 'B'

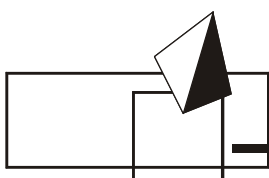
Condition of contract

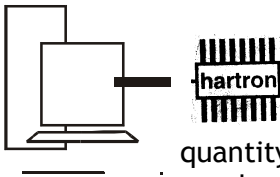
1. This contract is to last from _____ to _____ but in the event of any breach of the agreement at any time on the part of the contractor, the contract may be terminated summarily by the Managing Director, HARTRON without compensation to the contractor.

Any change in the constitution of the firm shall be notified forthwith by the contractor in writing to the authority sanctioning the contract and such change shall not relieve any former member of the firm from any liability under the contract.

No new partner/partners shall be accepted into the firm by the contractor in respect of this contract unless he/they agree to abide by all its terms, conditions and deposit with the officer sanctioning the contract a written agreement to this effect. The contractor's receipt or acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be a sufficient discharge for any of the purposes of the contract.

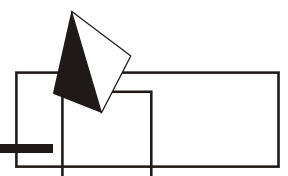
The contractor will supply nothing but genuine articles as described in column 2 of Schedule 'A' from time to time in such quantities as may be entered in the indents sent at rates set forth in column 4 of schedule 'A' No guarantee can be given as to the

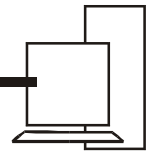




quantity, which will be ordered during this period. But the purchaser undertakes to order from the contractor all stores as detailed in the Schedule "A" which he requires to purchase, except that he reserves to himself the right of placing the contract with one or more contractors as he may think fit and in consideration of this undertaking by Government, the contractor binds himself not to revoke this contract during the said period. The quantities of stores given in the tender are approximate only. HARTRON may increase/decrease the quantity, the quantity mentioned in original supply order & no separate consent of the tenderer is required in this regard.

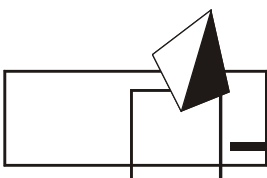
2. The articles to be supplied under this contract will be of the quality equal and answerable in every respect to the specifications given in the list accompanying with the tender approved by the Managing Director, HARTRON. The contractor shall be responsible for all complaints as regards the quality. In case of dispute regarding quality of articles, the decision of Managing Director, Hartron will be final and binding on the contractor. It will be open to the Managing Director, Hartron to send samples submitted by the tenderer/contractor to any laboratory/committee of technical expert for tests and the cost thereof will be borne by the tenderer/contractor.
3. The Managing Director, HARTRON may by notice in writing call upon the contractor to supply additional articles to serve as sample and upon such notice in writing, contractor shall at his own cost be bound to supply additional samples, such additional samples being in all respect of the same quality as the sample first supplied.
4. Condition as to time for performance whether laid down herein or in any indent shall be always regarded as the essence of the contract.
5. a) The Managing Director, HARTRON or any of the experts or the Indenting Officers or any other officer or person duly authorised in writing by Managing Director, HARTRON shall have the power to inspect the stores at manufacturer premises/distributors premises or at consignee site and to reject the same or any part or portion after the written approval of the Managing Director, Hartron, if he or they be not satisfied that the same is equal or according to the specifications submitted by the contractor. The contractor shall not be paid for supplies rejected as above and such supplies shall be removed by the contractor at once and at his expense. He shall neither claim nor be entitled to payment for any damage that rejected supplies may suffer from any harm whatsoever incidental to a full and proper examination and test of such supplies. HARTRON shall be under no liability whatsoever for rejected and the same will be at the contractor's risk. Rejected supplies shall be removed by the contractor within 10 days after notice has been issued to him of such rejection, and failing such removal of rejected goods will be at contractor's risk and

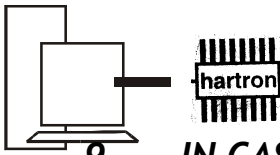




Hartron may charge the contractor rent for the space occupied by such rejected goods.

- b) Super inspection of stores, already inspected may be carried out at the discretion of the MD, HARTRON or by such officer as may be authorised by him. The provisions of conditions (6a) will apply to the Super Inspection also.
 - c) If the inspection of stores is required to be conducted second time or more on account of rejection of goods for the 1st time or any other reason on account of firm, expenses of Inspection Committee (as per Govt./HARTRON entitlement) will be borne by the firm.
6. The contractor shall provide without any extra charge all materials, tools, labour and assistance of every kind which the aforesaid officer may consider necessary for any test or examination which he may require to be made on the contractor's premises and shall pay all cost attendant thereon. In the case of stores inspected at maker's premises, the maker shall provide all facilities including testing appliances for making necessary tests other than special tests, or in dependent tests. Failing these facilities at the own premises for making the tests the contractor shall bear the cost of carrying out test elsewhere. The contractor shall also provide and deliver free of charge at such place as the aforesaid officer may direct such materials as he may require for tests. If for the purpose of determining the quality of stores the aforesaid Officer find it necessary to have the stores tested at the test house or laboratory, all expenses incidental to the test shall be borne by the contractor. On the failure of the contractor to pay the expenses within 10 days of the receipt of intimation in this behalf from the Inspecting Officer, the Managing Director, HARTRON shall have the right to deduct the amount from the security deposited by the contractor, and if the amount so deducted is not deposited within 10 days, the Managing Director, HARTRON may treat the default as a breach of agreement and proceed as per agreement without further notice. Further the aforesaid officer shall have the right to put all articles or materials to such tests as he may think proper for the purpose of ascertaining whether the same are in accordance with the specifications or sealed sample mentioned in the tender and to cut out or off and/or destroy a portion not exceeding 2 per cent from each delivery for such purpose and the quantity so cut out or off and/or destroyed as aforesaid shall be replaced by contractor free of charge.
7. Packing cases, containers, gunny packages etc. which may be used for purposes of packing and which are delivered with stores will not be returned or paid for unless specifically stipulated, and that to contractor's expense.
8. Unless otherwise specified in a requisition, bills for the whole goods referred to in each indent, in triplicate, will be prepared and submitted by contractor to the Managing Director, HARTRON. The full amount will be paid on receipt of Stores in good condition after their verification as regards specifications, etc.





9. IN CASE OF DIRECT PAYMENT TO CONTRACTOR

If the payment of any bill be not made within three months from the date of its submission, the indenter to whom the bill was forwarded should be addressed first. Failing satisfaction, the matter should be reported to the MD, HARTRON. All such complaints should be with following details: -

- i) The number and date of the supply order,
 - ii) The date of Inspection along with photocopy of Inspection note,
 - iii) The date of Delivery,
 - iv) The date of Installation,
10. With every dispatch of goods or materials under the contract, invoices in triplicate will be prepared by the contractor. Invoices in duplicate are to be sent by the contractor to the Indenting Officer, the duplicate to be returned by the Indenting Officer, with the quantities or number received duly noted thereon and the third copy to be sent by the contractor to Managing Director, HARTRON for record in his office.

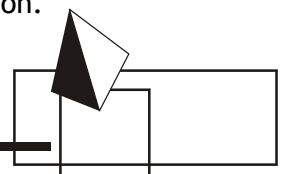
The contractor shall dispatch the material freight paid and duly insured at destination.

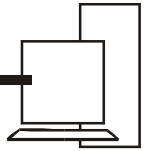
This is subject to the condition that the materials are securely packed by the suppliers in sound containers and the consignment is accepted by the carriers without any adverse remarks as to the packing or the condition of the containers. In case of any adverse remarks, the responsibility for the losses in transit will rest with the suppliers.

Subject to these conditions, the contractor will not be entitled to charge or be paid for supplies broken, lost or damaged in transit. The Managing Director, HARTRON will be the authority to determine whether or not the breakage, loss or damage was caused through the contractor's negligence and the decision of the Managing Director, HARTRON or some other officer action on his behalf shall be final and conclusive against the contractor. Such rejected supplies shall be removed by the contractor at his own expense.

If during the currency of the contract, the specifications of any article or articles to be supplied there under be changed the contractor shall continue to comply with demands for the supply of the said article or articles in accordance with the new specifications at rate to be mutually agreed to in writing at the time of such change, and in default of such agreement the contractor in so far as it relates to the said article or articles in respect of which no agreement has been arrived at, shall terminate but no such change shall affect the supply of any other articles under the contract or entitle the contractor to any compensation.

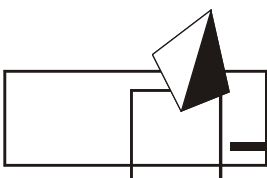
11. In the event of withdrawal or discontinuance of any article or articles and consequent ceasing of or reduction in demand the contractor shall not be entitled to any compensation.





Government will however, make all reasonable endeavors to give warning of any impending complete withdrawal or of any reduction seriously affecting quantities likely to be required under contract.

12. The date of delivery stipulated in a supply order shall be deemed to be the essence of the contract and should the contractor fail to deliver any consignment within the period prescribed for such delivery stipulated in the supply order, HARTRON may cancel the supply order & penal action such as debarring, forfeiture of earnest money, security, pending payments may be taken against the firm. HARTRON may accept the delayed consignment will be subject to 2% penalty per consignment per week recoverable on the value of the stores supplied. In case of non payment by the contractor, recovery will be made from his bills or amount of Earnest Money with HARTRON. However, if the firm request for extension of delivery period , the reasons for delay will be examined by HARTRON & if the reasons for delay are found justified, M.D., HARTRON may extend the delivery period. In case, the delivery period is extended, no penalty for supplies made during the extended period be recovered from the supplier.
 - a) On the failure of the supplier to make supply within the original delivery period or extended period, risk purchase at the cost of supplier will be made by the Managing Director, HARTRON within 6 months of the expiry of the stipulated delivery period by inviting short term Empanelment Document from the registered and other known suppliers. The excess cost thus incurred will be recovered from the suppliers from his pending bills/ Earnest Money or through court of law. This procedure will be adopted after serving registered notice to supply stores within 15 days.
13. The contractor acknowledges that he has made himself fully acquainted with all the conditions and circumstances under which the supplies required under the contract will have to be made or furnished and with all the terms, clauses, conditions, specifications and other details of the contract and the contractor shall not plead ignorance of any of those as excuse in case of complaint against or on rejection of supplies tendered by him or with a view either to asking for encashment of any rates agreed to in the contract or to evading any of his obligations under the contract.
14. No payment will be made in advance for any Supplies under this Contract.
15.
 - i) The contractor shall not:
 - a) Assign or sublet contract without written approval of the officer sanctioning the contract.
 - a) Disposal details of the conditions governing this contract to unauthorised persons (intending against this contract is permissible only for the bonafide use of Government Departments and Quasi Public



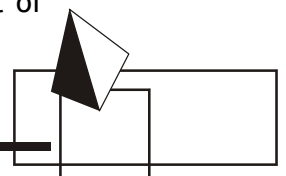


and not for private parties or for the private use of the Government Officers).

- ii) In the event of the contractor failing duly and properly to fulfil or committing breach of any of the terms and conditions of this contract or repeatedly supplying goods liable to rejection hereunder or failing, declining, neglecting or delay to comply with any demand or requisition or otherwise not executing the same in accordance with terms of this contract or if the terms of this contract or if the contractor or his agent or servants being guilty of fraud in respect of this contract or any other contract entered into by the contractor or any of his partners or representatives thereof with Government directing, giving, promising or offering any bribes, gratuity, gift loan, perquisite, reward or advantage pecuniary or otherwise to any person in the employment of Government in any way relating to such officers or person or persons, officer or employment or if the contractor or any of his partners become insolvent or apply for relief as insolvent debtor or commence any insolvency proceedings or make any composition with his/their creditors or attempts to do so, then without prejudice to Government's rights and remedies otherwise, Government shall be entitled to terminate this contract forth with and to blacklist the contractor and purchase or procure or arrange from Government's stocks or otherwise at the contractor's risk and at the absolute discretion of the Managing Director, HARTRON as regards the manner, place or time of such purchases, such supplies have not been supplied or have been rejected under this arrangement or are required subsequently by Government there under and in cases where issues in replacement are made from Governments stock or supplies, the cost or value or such stocks or supplies together with all incidental charges or expenses, shall be recoverable from the contractor on demand and the contractor shall not be entitled to benefit from any profit which may thus accrue to Government.

The termination of this contract in whole or part under these conditions shall not be affected by the acceptance, meanwhile or subsequently, of supplies accepted or made at any station whether in ignorance of the termination otherwise.

16. If any question, difference or objection whatsoever shall arise, in any way connected with or arising out of this instrument or the meaning or operation of any part thereof or the rights, duties or liabilities or either party than save in so far as the decision of any such matter is here in before provided for and has been so decided every such matter including whether its decision has been otherwise provided for and/or whether it has been finally decided accordingly in whether the contract should be terminated or has been rightly terminated in whole or part and as regards the rights and obligations of the parties as the result of





such termination, shall be referred for arbitration to any Officer appointed by Commissioner IT and his decision shall be final and binding and where the matter involves a claim of the amount if any awarded in such arbitration shall be recoverable in respect of the matters so referred.

17. (a) The Arbitrator and his subordinate staff shall be paid a fee as prescribed by the Govt. The arbitration fee will be borne equally by the Govt. and by the party concerned. The parties, other than the Govt. shall deposit their share in shape of Demand Draft in favour of HARTRON, Chandigarh before announcement of award by the Arbitrator. In case the arbitration proceedings are conducted *ex parte* and the award is announced against the Govt. than entire amount shall be payable by HARTRON or concerned Department as the case may be but where the *ex parte* award is announced in favour of the Govt. the share of the opposite party shall be recoverable from the said party."
18. i) The specifications of items should be strictly as per Annexure-VI.
- ii) Deviation, if any may please be mentioned separately. If there is no deviation than it should be mentioned as "No Deviation" .

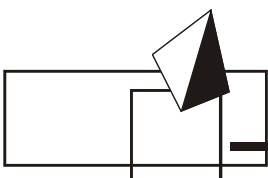
19. There is single bid system

The pre-qualification cum eligibility criteria conditions for empanelment for AMC of computer systems & allied items and purchase of computer components shall be as under:-

- i) Bidder must enclosed the acceptance of Terms & Conditions offered by HARTRON
- ii) All the Annexures enclosed should be duly filled up and signed.
- iii) The detail terms and conditions are at Annexure-VI.

Note:

- Documents are not transferable.
- The offers not qualifying for the conditions of pre-qualification cum technical bid shall not be considered for commercial evaluation
- The pre-qualification and technical bids should be accompanied with the documentary details (wherever applicable) as per above mentioned points. Otherwise the Bidder will be considered disqualified in the pre-qualification cum technical bid.
- The pre-qualification bidders may also be empanelled for six months/one year as per terms and conditions of HARTRON.





- Deviations, if any in specification and terms & conditions should be indicated separately in all future offers against NIT of the Corporation, if empanelled .

IN WITNESS THEREOF the parties have here up to set their hands on the cases indicated below:

1. (In the case of a Firm)

Sign. by the above-named firm of _____
through _____
partner of the firm.

Date _____

Signature

2. (In the case of a Company)

The seal of the _____ Company Limited, was
affixed by virtue of the resolution of the Board
No. _____ dated
_____ the _____ day of
_____ 2000 _____

Seal

Dated

Director's
Signature

(In either case)

Secretary's.
Signature

In the presence of (i)

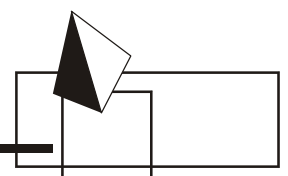
(i) Signature
Address
Description

(ii) Signature
Address
Description

Signed by _____

Dated _____

Signature of _____
on behalf of the Managing Director
of HARTRON



UNDERTAKING OF RATES

From

To

Managing Director,
HARTRON, SCO-111-113,
Sector 17-B,
Chandigarh

We do hereby confirm that:

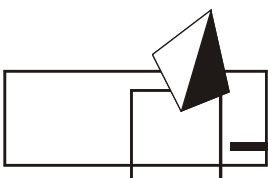
1. The rates to be quoted against all the short-term tender enquiries against this tender will be/are lowest possible and during that period we will not quote less rates to any other customer than the rates to be quoted herein on the similar terms & Conditions . In case, we quote less rates than the rates to be offered to HARTRON, to any other customer within 1 month of the due date of that tender enquiry, then double of the difference in amount will be refunded to HARTRON. We also confirm that in case our Company/principal officially reduce the price before the delivery or within 15 days from the date of delivery, then the benefit for the same will be passed to HARTRON.

For submission of bid, negotiations and for contract we authorize Mr. (Name & Designation of the representative) of our firm.

(Signature)

Name :
Designation :
(Head or Senior
Executive of Firm)
Address :
Phone No :
Fax No :
Pager No :
Mobile No :

ANNEXURE-III





SERVICE CERTIFICATE

From:

To

Managing Director,
HARTRON, SCO-111-113,
Sector 17-B,
Chandigarh

Whereas, we M/s (Bidder Name) are established & reputable service provider (Name of items) having service offices at the following locations:

Sr.No.	Address of Service Centre	Phone No.	Number of Engineers
--------	---------------------------	-----------	---------------------

We do hereby confirm that:

Services including repair/replacement of defective parts will be done by us during the Annual Maintenance Contract period. Replacement of defective Systems/parts will be done by equivalent or better systems/parts of the same or equivalent make. We will attend all the complaints/service calls within 24 hours. Down time will not exceed beyond 48 hours. In case, down time exceeds 48 hours then we will extend the warranty period of that item(s) double of the down time.

(Signature)

Name :

Designation :

(Head or Senior Executive of Firm)

Address :

Phone No :

Fax No :

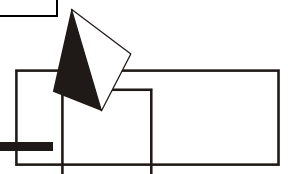
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Mobile No :

ANNEXURE-IV

CONDITIONS WITH TENDER FORM

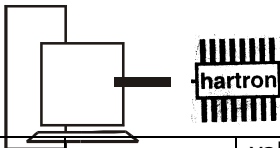
1.	Offer Acceptance	Offers are to be submitted along with tender form. Offers received without tender form may be ignored.
2.	Format	Any tender, which is not on the proper tender form or received late may not be considered.



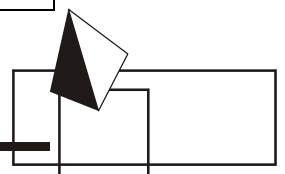


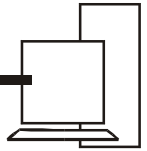
3.	Contract	The conditions of contract (Schedule 'B') attached to the tender form be returned duly signed along with the Schedule 'A' and in case of non-compliance the tender may be ignored.
4.	Specification Conformity	Tenders which are not strictly according to the specifications laid down in the Schedule 'A' will not be considered. Unless a deviation from the specification/delivery period given in Schedule "A" is pointed out by the tenderers specifically, it will be presumed that offer conforms to the specifications, delivery period as laid down in the Schedule'A'.
5.	Opening Date	In case, the date of opening falls on holiday, gazetted or subsequently declared, the tender will be opened on the next working day following the closed day.
6.	Jurisdiction	All disputes will be settled within the jurisdiction of Chandigarh.
7.	Offer Discretion	The Empanelment Document will be regarded as constituting an offer or offers open to acceptance in whole or in part or parts till the date as indicated in the Schedule 'A'.
8.	Writing	The offers should be typed or written in ink. Offers written with pencil may be ignored.
9.	Documents	Photocopies of all the required documents should be attached with the offer. The vendor should be in a position to produce the original document(s) for verification, if required.
10.	Sister concerns	The tenderer will give complete addresses of its sister concerns/authorised dealers along with name of partners with their complete address(es) and extent of share.
11	Authentic Signatory	It should also be ensured that tender/quotation has been signed by an authorised person. His name, designation and address should be given in capital letters. Please also indicate the name, designation of the person who signs the Schedule 'B' and who shall have further correspondence in this case.
12.	Quantity	HARTRON reserves the right to increase or decrease quantity, subject to the final requirement at the time of placement of order.
13.	Inspection	Inspection of the stores/work executed may be carried out in the premises of the vendor or at consignee site.
14.	Partnership	The tenderers must attach with their offers the partnership deed or constitution of the firm indicating the name of the proprietor.
15.	Past Performance	Tenderers who are dealing first time with HARTRON are required to furnish particulars of service rendered by them during the past three years to various State Govt./ Organisations failing which the offers/tenderers are liable to be ignored.
16.	Price	The total landed prices in the Annexure-VI should be inclusive of current excise duty, freights, insurance, sales tax etc., failing which the offer may be ignored. However, octroi or other local levis shall be extra if applicable. Further if there is any change in the excise duty by Govt. of India then the same shall be applicable on presentation of the proof. The change in any other duties including sales tax, custom duties effect due to devaluation of Rupee shall not be entertained.
17.	Validity	The validity of the quotation/prices should be valid for 90 days from the date of opening of bids unless otherwise specified. The





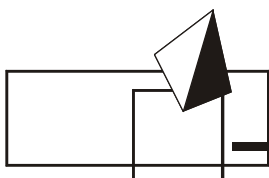
		validity of the tender should be kept as mentioned in ANNEXURE-VI. If any firm withdraws their offer within the validity period or modifies conditions without approval of HARTRON, the EMD of the firm may be forfeited and the firm may be debarred from doing any business with HARTRON.
18.	Corrections	The tenderer must sign each Correction.
19.	Price Variation	Offer with price variation clause will not be accepted.
20.	Negotiations	HARTRON reserves the right to call all or selected parties for negotiations.
21.	Signature	An authorized person should sign the tender/quotation. His name, designation and address should be given in capital letters.
22.	Rates	The prices offered in the tender for the stores/work executed should be lower than the price at which the tenderer supply the stores/services of identical description to various State Government Institutions/ Undertakings/any other organization during the validity period. If at any time during the validity period the successful tenderer reduces the sale price of quoted stores to any other organization at a price lower than the price chargeable under this supply order/contract, the tenderer should be forthwith notify such reduction to this office, then the prices payable under the supply order/service/contract for the stores supplied after the date of prices reduction will be reduced to that level. Otherwise double of the difference will have to be refunded to HARTRON.
23.	Delivery Period	Unless otherwise specified, the ordered quantity of stores/job executed must be offered for inspection and testing within 4 Weeks from the date of placement of confirmed order.
24.	Acceptance Test	Unless otherwise specified, acceptance will include the following: A. The system after installation shall be put to testing of the system specs and the program execution specified by HARTRON. B. If required for the acceptance, the vendor has to demonstrate various system specs. C. On successful commissioning, HARTRON may issue an acceptance certificate.
25.	Responsibilities	Unless otherwise specified, it shall be the responsibility of the vendor to keep the system in good working condition so as to ensure a minimum of 95% uptime on monthly basis by carrying out the necessary repairs/maintenance of Systems/items otherwise it shall be treated as a non performance on the part of the vendor for which performance guarantee may be forfeited and firm may be black listed for future business. The vendor shall provide free replacement of equivalent part as and when required.
26.	Billing	The bill shall be raised in the name of the organizations/ departments, which will be mentioned in the order, and the payment shall be released by HARTRON/User Department after the verification of the materials/service rendered.
29.	Arbitration Clause	In the eventuality of any dispute, the sole Arbitrator shall be The Principal Secretary & financial Commissioner, IT and his decision shall be binding on all the parties.





ANNEXURE - V TERMS & CONDITIONS FOR AMC

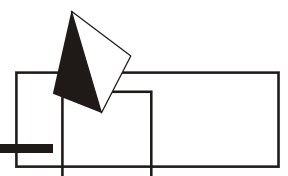
1. The AMC shall be for the period of twelve calendar months commencing from the date of signing the contract which will be mutually extendable for a period to be decided later at the same terms and conditions, In case, the services of venders are not satisfactory then the contract can be terminated in between by the Department. The services of vender will be reviewed by Head of the Indenting Department/Organisation or senior officer nominated by him on quarterly basis.
2. Payment of AMC amount will be released half yearly after completion of successful period of six months.
3. In case, the Department/Organization is entering into AMC first time with the vendor or there is a considerable gap between the warranty period or the prior AMC. In this case, the vendor may visit all the installation sites to be taken under AMC to find out the nature of defects of the Computers/ items etc. and submit the expenditure of one time repair. The cost of such onetime expenditure will be paid extra on actual basis. After signing the agreement, the vendor will make all the Systems/items operational under purposed AMC within 15 days from the date of placement of formal order. However, the agreement will be signed after making the systems/items operational after one time repair charges basis and the AMC will be effective from the date of agreement further the one time repair charges will be in addition to the AMC cost.
4. The vendor must mention the details of the product to be entered into AMC i.e. description of the product make, model and it's sr.no.
5. The vendor should also paste a label on the left side of the CPU cabinet wherein the toll free no. for logging of complaints and phone nos. and email address of the service centers of the Principal Company/authorized service provider located in the

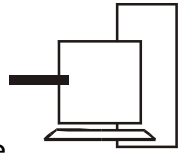




state of Haryana, Delhi and Chandigarh, should be mentioned.
The content on the sticker should be clearly visible.

6. The vendor shall provide the following services during the course of AMC:-
 - a). Corrective maintenance, in case of a breakdown and repair/replacement of defective parts, if any, with the same or reasonably equivalent to the defective part removed.
 - b). Preventive maintenance including adjustments, cleaning of mechanical parts, replacement of minor un-serviceable parts (gears, belts, etc.) on quarterly/half yearly basis as per the Technical charge of the product or to be decided by the concerned Department/Organization.
 - c). The AMC vendor will complete the service call within one working day (within three hours maximum) for Chandigarh/Panchkula, within two working days for other District Headquarters and within three working days for the remaining locations, failing which, penalty shall be levied @ 1% per working day for totally down system and @ 0.5% per working day for partially down systems of the AMC amount from the date of logging complaint. The penalty amount will not exceed the total AMC amount.
7. Provision of maintenance services shall be from Monday to Friday between 9.00 A.M. to 5 P.M. In emergency the services shall be provided by party beyond these hours with prior arrangement without any additional consideration.
8. The vendor shall place resident engineer with sufficient spare parts at the office of user Department in case order value exceeds `3.00 Lacs. The vender may have to provide additional man power in case there are multiple calls at the same time.
9. The contract covers all expenses of the engineer deputed by vendor i.e. to & fro, stays conveyance, etc.
10. This contract will be comprehensive AMC and will include all the parts and operating system support. This contract does not cover consumables like printer head, printer bands, ribbons, floppies, batteries of UPS etc.

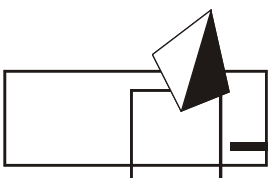




11. An up time of 95% shall be maintained by party failing which the contract shall automatically be extended beyond the end of its terms by twice the period for which up time falls short of 95%.
12. The party shall not be liable for any breakdown/defects arising due to physical damage, fire and due to any other natural calamity and tempered by other than the AMC vendor during the course of agreement.
13. The contract can be terminated by either party by giving written notice in advance of three months.
14. All disputes arising out of this contract subject to Jurisdiction of Chandigarh only.
15. **Arbitration Clause:** In the eventuality of any dispute, the sole arbitrator shall be financial Commissioner & Principal Secretary to Govt. of Haryana, Deptt. of IT & Electronics and his decision shall be binding on the concerned parties.

I) Terms and conditions for the purchase of computer components:-

- i. Warranty will be required as per the warranty provided by the principal manufacturer.
- ii. Payment terms: - 100% payment against delivery/installation if required.
- iii. Delivery period:- Immediate but not later than one week.





ANNEXURE - VI

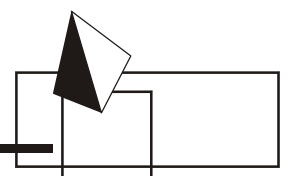
II) For AMC

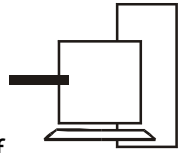
A) Vendor Qualification Criteria for Small value AMC cases (i.e. upto ₹50,000/-):-

- i. The vendor should be in the business of repair, up gradation and AMC of Computer systems and allied items for at least 3 years.
- ii. The vendor should have executed at least 3 AMC jobs of having order value more than ₹50000/- each during last three years.
- iii. The vendor should have service centre at Chandigarh and/or at least at one place in Haryana.
- iv. The vendor should have team of at least five hardware engineers and one software engineer of adequate qualification and experience.
- v. The annual turnover of the vendor should be minimum ₹10.00 lacs during each last three years.
- vi. EMD: The bidder will submit offers with a Demand Draft of ₹25000/- as EMD. However, EMD of unqualified bidder will be refunded back. The EMD of all technically qualified vendors will be retained for a period of minimum 1 year for Empanelment.
- vii. Non Refundable Empanelment Fee: The bidder will deposit Non Refundable Empanelment Fee of ₹1250/- in the form of Demand Draft in addition to EMD as above.

B) Vendor Qualification Criteria for Higher value AMC cases (more than ` 50000/-):

- i. The vendor should be in the business of repair, up gradation and AMC of Computer systems and allied items for at least 3 years.





- ii. The vendor should have executed at least 3 AMC jobs of having order value more than ₹150000/- each during last three years.
- iii. The vendor should have service centre at Chandigarh and at least at two different scattered places in Haryana.
- iv. The vendor should have team of at least ten hardware engineers and two software engineer of adequate qualification and experience.
- v. The annual turnover of the vendor should be minimum ₹25.00 lacs during each last three years.
- vi. In case of higher value AMC cases, the vendor must have the valid service tax registration certificate.
- vii. EMD: The bidder will submit offers with a Demand Draft of ₹25000/- as EMD. However, EMD of unqualified bidder will be refunded back. The EMD of all technically qualified vendors will be retained for a period of minimum 1 year for Empanelment.
- viii. Non Refundable Empanelment Fee: The bidder will deposit Non Refundable Empanelment Fee of ₹1250/- in the form of Demand Draft in addition to EMD as above.

III) For the purchase of computer components.

A) Vendor Qualification Criteria:

- i. The vendor should be in the business of supply of computer items for at least 3 years.
- ii. The annual turnover of the vendor should be minimum ₹25.00 lacs during each last three years.
- iii. EMD: The bidder will submit offers with a Demand Draft of ₹10000/- as EMD. However, EMD of unqualified bidder will be refunded back. The EMD of all technically qualified vendors will be retained for a period of minimum 1 year for Empanelment.
- iv. Non Refundable Empanelment Fee: The bidder will deposit Non Refundable Empanelment Fee of ₹500/- in the form of Demand Draft in addition to EMD as above.

