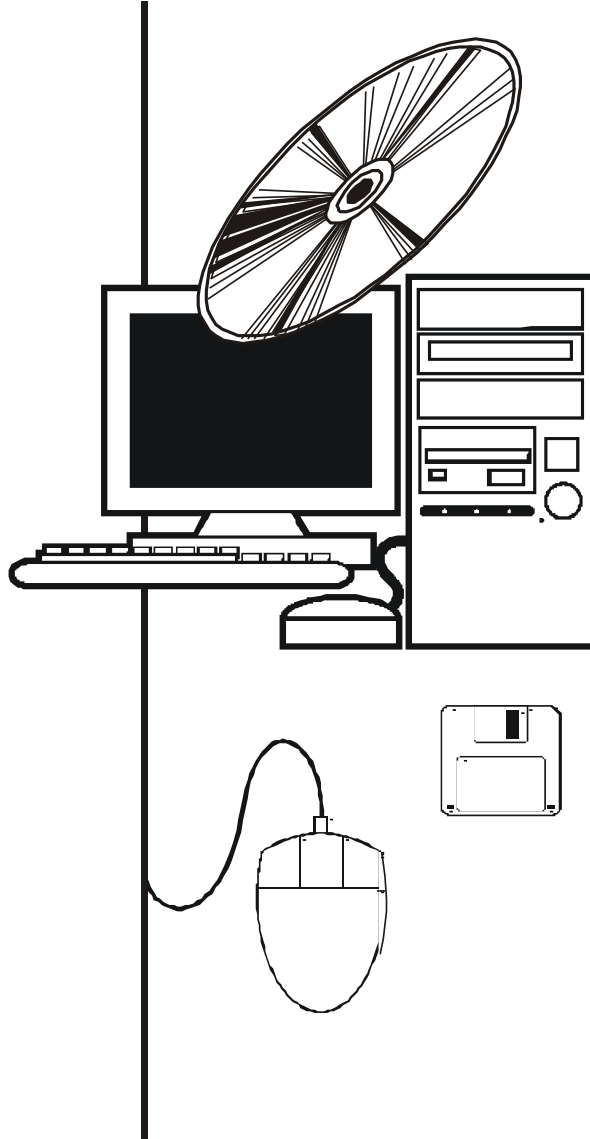


Advt. No :-HARTRON/MSG/2010-11/07	Sr.No:	Date:
DATE OF SUBMISSION OF TENDER: 27.12.2010		



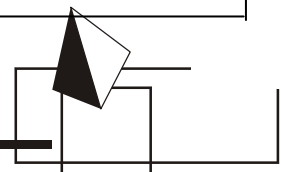
Empanelment Document

CATEGORY: Empanelment of vendors for supply of Laptops for a period of 1-year.

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)





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)

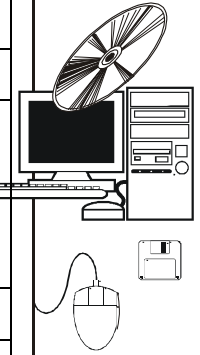
Advt.No. -HARTRON/MSG/2010-11/07

Tender no. 01

S.No.____ Date_____

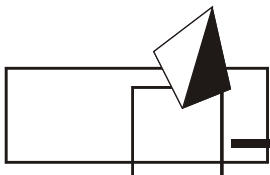
To

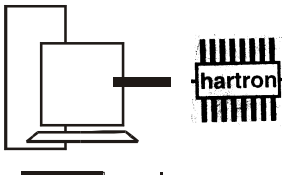
LAST DATE OF SUBMISSION OF EMPANELMENT DOCUMENT	:	27.12.2010 upto 2.30 PM
DATE & TIME OF OPENING OF OFFERS	:	27.12.2010 at 3.00 PM
COST OF DOCUMENT	:	₹1000/- (If empanelment document is downloaded from website of Corpn., please attach demand draft of ₹1000/ as cost of document separately failing which offer will not be entertained.)
EARNEST MONEY DEPOSIT	:	₹1.00 Lacs in the form of DD
NON REFUNDABLE EMPANELMENT FEE	:	₹5,000/ in the Form of DD
INSTRUCTIONS FOR EMPANELMENT	:	ANNEXURE-I
CONDITION FOR CONTRACT FOR EMPANELMENT	:	ANNEXURE-II
CERTIFICATION OF ACCEPTANCE	:	ANNEXURE-III
PRE-QUALIFICATION CRITERIA	:	ANNEXURE-IV
AUTHORISATION FOR SIGNATURES	:	ANNEXURE-V
MANUFACTURERS AUTHORIZATION CERTIFICATE	:	ANNEXURE-VI
UNDERTAKING OF RATES	:	ANNEXURE-VII
SERVICE AUTHORIZATION CERTIFICATE	:	ANNEXURE-VIII
CONDITIONS WITH EMPANELMENT	:	ANNEXURE-IX



(Roshan Lal)

Asstt. General Manager (MSG)



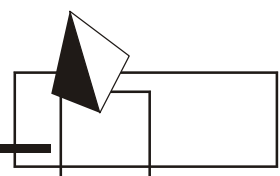


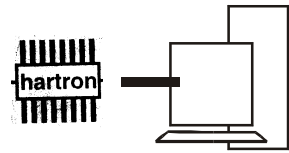
ANNEXURE-I

HARYANA STATE ELECTRONICS DEVELOPMENT CORPORATION LIMITED

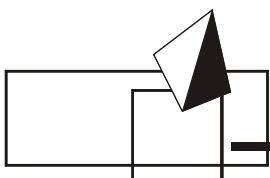
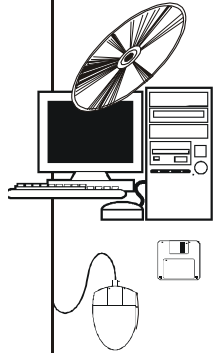
INSTRUCTIONS FOR EMPANELMENT

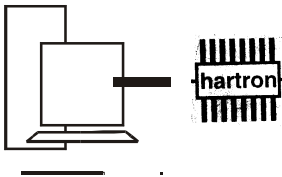
1. Documents must be enclosed in a properly sealed envelope addressed to the **Managing Director, HARTRON** with kind attention to **Asstt. General Manager (MSG), HARTRON** by designation and not by name. The offer must be superscribed "Documents for empanelment of Laptops upto 27.12.2010 as called for in Expression of interests for empanelment vide advertisement no. HARTRON/MSG/2010-11/07, Tender no.01" The documents must be put in the tender box laying in the Marketing Support Group, 2nd Floor, HARTRON or reach to the Asstt. General Manager (MSG), HARTRON before 2.30 PM. on the date mentioned in the empanelment document.
2. In the event of documents 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 documents should be executed in the manner laid down in the said Company's Articles of Association. The signatures on the documents shall be deemed to be authorised signatures.
3. All the columns of the documents form shall be duly, properly and exhaustively filled in.
4. All corrections must be signed by the tenderers.
5. **EMD: EMD ₹1.00 lac in the form of Demand Draft payable to HARTRON, Chandigarh. However, the suppliers who are on the panel of HARTRON and has deposited Earnest Money with HARTRON are requested to deposit the difference so that total EMD not less than ₹1.00 lac. The tenderer will undertake that the deposited EMD with HARTRON are free and may be treated as EMD for this bid (details to be provided). Pending payment with HARTRON will not be treated as EMD.**
6. **Empanelment Fees:** A non refundable empanelment fee @ 5% of the EMD 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.
7. The supplier who will not be qualified for empanelment, the EMD alongwith empanelment fee will be refunded back.
8. **The Managing Director, HARTRON does not bind himself to accept the offer of empanelment and reserve to himself the right to reject any or all empanelment offers without assigning any reasons.**





9. The Managing Director, HARTRON reserve to himself the right to accept the offer of empanelment during the empanelled period from the eligible vendor as per prequalification conditions.
10. No document will be considered unless and until all the documents are properly stamped and signed.





Annexure-II

Condition for contract of empanelment

1. This contract is valid for 1 year or till the new empanelment is done by the Corporation. However, in the event of any breach of the agreement at any time on the part of the contractor, the empanelment may be terminated summarily by the Managing Director, HARTRON without compensation to the contractor.

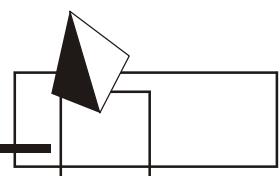
Any change in the constitution of the firm shall be notified forthwith by the contractor in writing to the authority sanctioning the contract and such change shall not relieve any former member of the firm from any liability under the empanelment contract.

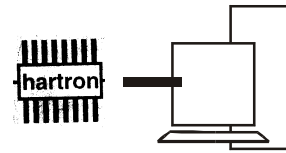
No new partner/partners shall be accepted into the firm by the contractor in respect of this empanelment contract unless he/they agree to abide by all its terms, conditions and deposit with the officer sanctioning the contract a written agreement to this effect. The contractor's receipt or acknowledgement 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 Notice Inviting Tender from time to time in such quantities as may be entered in the indents. 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 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.

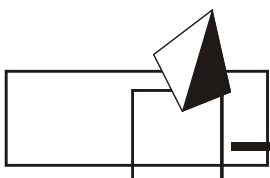
The articles to be supplied under this contract will be of the quality equal and answerable in every respect to the specifications given in the Notice Inviting Tender approved by the Managing Director, HARTRON. The contractor shall be responsible for all complaints as regards the quality. In case of 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.

2. 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.
3. The contractor will be responsible for damage or loss in transit and replace goods broken or lost within 10 days from the date of notice thereof. Unless otherwise specified all goods must be delivered at destination within 2 weeks from the date of placement of order.





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 can authorize any of the experts or the Indenting Officers or any other officer or person 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 rent from the contractor for the space occupied by such rejected goods.
 - b) Super inspection of stores, already inspected may be carried out at the discretion of Managing Director, HARTRON, by such officer as may be authorised by him. The provisions of conditions (5a) will apply to the Super Inspection also.
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% 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: -

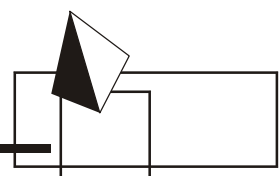
- i) The number and date of the supply order,
- ii) The date of Inspection along with photocopy of Inspection note,
- iii) The date of Delivery,
- iv) The date of Installation,

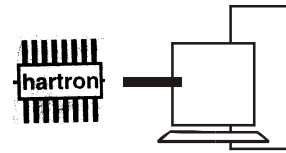
10. With every dispatch of goods or materials under the contract, invoices in triplicate will be prepared by the contractor. Invoices in triplicate are to be sent by the contractor to the Indenting Officer, the duplicate to be returned by the Indenting Officer, with the quantities or number received 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.

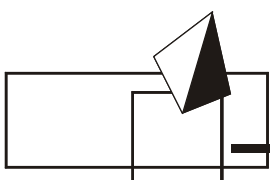
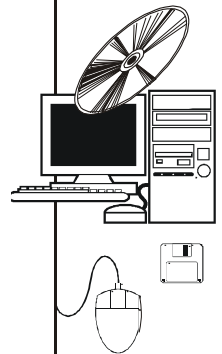
Subject to these conditions, the contractor will not be entitled to charge or be paid for supplies broken, lost or damaged in transit. The Managing Director, HARTRON will be the authority to determine whether or not the breakage, loss or damage was caused through the contractor's negligence and the decision 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.

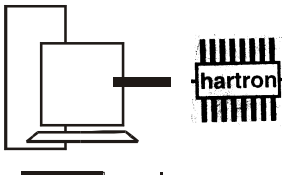




If during the currency of the contract, the specifications of any article or articles to be supplied there under be changed, the contractor shall continue to comply with demands for the supply of the said article or articles in accordance with the new specifications at rate to be mutually agreed to in 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.

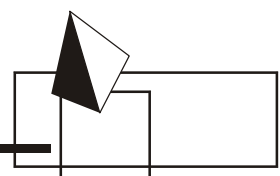
11. In the event of withdrawal or discontinuance of any article or articles and consequent ceasing of or reduction in demand the contractor shall not be entitled to any compensation. Government will however, make all reasonable endeavors to give warning of any impending complete withdrawal or of any 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 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 deposited 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. MD, 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 extended period, HARTRON shall immediately issue notice to the supplier for non-delivery of the goods. If the delay increases to twice of the delivery period of the original schedule, a risk purchase at the cost of suppliers, notice will be given by the HARTRON for a period equal to the delivery schedule. Again, if the supplier does not supply the material after risk purchase notice, then risk purchase will be affected by the Corporation by inviting short term quotations 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

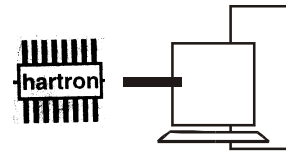




furnished and with all the terms, clauses, conditions, specifications and other details of the contract and the contractor shall not plead ignorance of any of those as excuse in case of complaint against or on rejection of supplies tendered by him or with a view either to asking for encashment of any 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.
 - b) 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

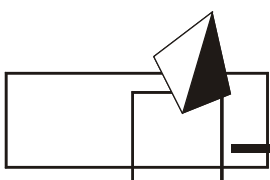
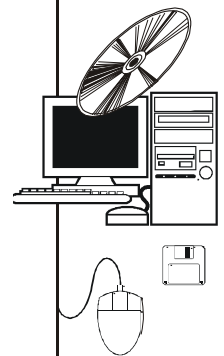


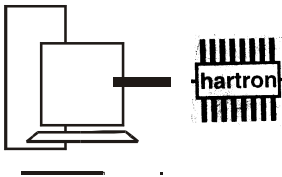


or expenses, shall be recoverable from the contractor on demand and the contractor shall not be entitled to benefit from any profit which may thus accrue to Government.

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 of 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 & Secretary Information Technologies, Haryana 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 of ₹100/-per hearing subject to a maximum of ₹500/- in each case provided that out of this amount 20% will be payable to his staff. 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 *exparte* 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 *exparte* award is announced in favour of the Govt. the share of the opposite party shall be recoverable from the said party.
18. Deviation, if any may please be mentioned separately. If there is no deviation than it should be mentioned as "No Deviation".





ANNEXURE-III

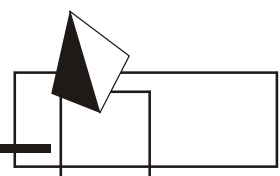
Certificate of Acceptance

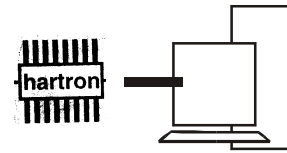
I/We hereby offer to supply the Laptop in the manner in which and within the time specified as set forth in the Notice Inviting Tender during the empanelment period.

I/We herewith enclose deposit receipt for sum of ₹.....as Earnest money & ₹..... as non-refundable Empanelment Fee 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.

Read and accepted.

Signature of the Tenderer



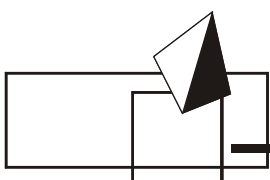
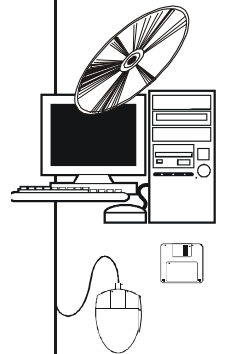


ANNEXURE-IV

Pre-qualification criteria of empanelment for Laptop.

The vendor should fulfill the following pre-qualification criteria:-

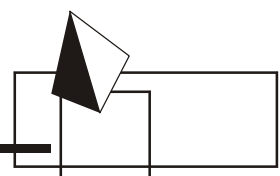
1. Bidder must be a manufacturer. In case the manufacturer is not bidding directly, then the sole distributor/dealer can participate for the empanelment only with Manufacturer's Authority letter. The authorized distributor/dealer should be in the business of selling laptops from the last minimum three years.
2. The offered brand should be available in the market from the last three years minimum through the Principal Company's presence in India. However, in case Principal Company's presence is not in India from last three years and the quoted laptops are imported, in such case there should be clear technical/Financial collaboration between the OEM and the bidder. The visible presence of the offered Brand in the State including Chandigarh is also desirable.
3. The offered Laptops should be manufactured in ISO 9001:2000, ISO 14001 plant and should have Microsoft Windows certification & DMI compliance.
4. The manufacturer should have service facilities at Chandigarh and Delhi. The After Sales Services can be provided by the Bidder or directly by the Principal manufacturer or through their Authorized Service Centre. The offer will be accepted on the confirmation of the same from the Principal Company alongwith an undertaking to provide after sale service as per the terms & condition of this tender.
5. In case, the bidder is a manufacturer, annual turnover should be more than ₹1000/- Crores in each of the last three years in India. In case, the bidder is an authorised distributor/dealer, the distributor/dealer must have consolidated turnover of more than ₹10.00 Crores during last three years. In case the Bidder is a distributor/dealer both the conditions of manufacturer & distributor/dealer must be fulfilled. The Committee is of the view that the annual turnover for empanelment of new vendors for purchase of computers & servers may be kept same as is proposed for empanelment of vendors for laptops.
6. Manufacturer directly or through any dealer should have supplied minimum two orders of 500 nos. laptops each of the offered brand or two orders of the same laptops of worth minimum ₹1.50 Crores each of the offered brand to any Govt. Department/other reputed Organization in India during last 3 years from the date of submission of bid.





NOTE:

- Documents are not transferable.
- The vendors who will not qualify for the conditions of pre-qualification shall not be considered for empanelment.
- The empanelment document 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 criteria
- The qualified bidders will be empanelled for one year as per terms and conditions of HARTRON.
- Deviations, if any terms & conditions should be indicated separately.





Annexure-V

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)

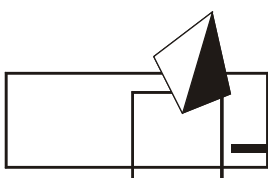
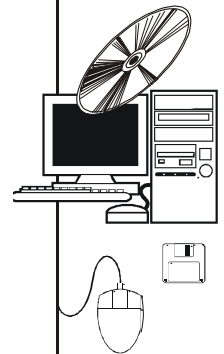
(i) Signature
Address
Description

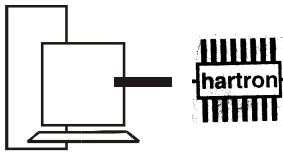
(ii) Signature
Address
Description

Signed by _____

Dated _____

Signature of _____
on behalf of the Managing Director
of HARTRON





ANNEXURE-VI

From

.....
.....

To

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

AFFIDAVIT

(MANUFACTURER'S AUTHORISATION CERTIFICATE)

I, _____ son
of Sh. _____ resident of
_____ do hereby solemnly
affirm and declare as under:-

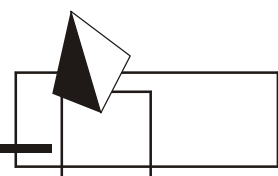
- (i) That this is to certify that M/s _____
_____ is our authorized
dealer/distributor/agent and he is authorized to submit
tender/quote the rates in the State of Haryana, against empanelment
enquiry No. _____ due on _____ and to supply
the material in original manufactured by us during the Empanelment
period.
- (ii) That we shall have full responsibility of satisfactory supplies against
the supply order/rate contract if dealer/distributor/agent against
the above mentioned tender inquiry.
- (iii) That I am fully authorized to give this affidavit on behalf of (name of
firm) and the power of attorney has been executed in my favour
(Attested copy enclosed).
- (iv) That if at any stage a dispute arises between
dealer/distributor/agent and our manufacturing firm, we will be
responsible to arrange supply on the terms and conditions of supply
order/rate contract.
- (v) That in case the dealer/distributor/agent fails to supply the goods as
per supply order of the contract we, the manufacturer takes the
responsibility of the supply and will abide by the terms and
conditions of contract, signed by the dealer/distributor/agent.

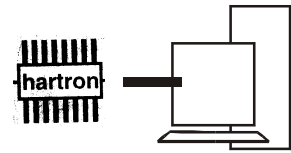
DEPONENT

Verification:

Verified that the contents of the above affidavit of mine are true and
correct to the best of my knowledge and nothing has been concealed
therein.

DEPONENT





ANNEXURE-VII

UNDERTAKING OF RATES

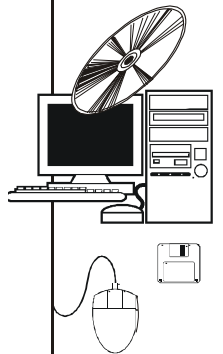
From

To

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

We do hereby confirm that:

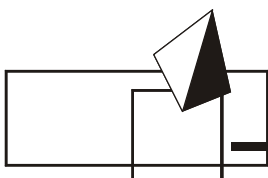
1. The rates quoted during the empanelment period will be lowest possible against the NIT floated, and we shall not quote less rates to any other customer than the rates quoted to HARTRON. In case, we quote less rates than HARTRON to any other customer within 1 month of the NIT, then double of the difference 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.

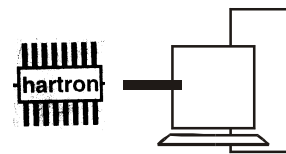


For submission of bid, negotiations and for contract we authorize Mr. (Name & Designation of the representative) of our firm.

(Signature)

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

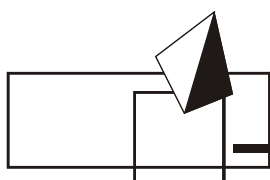
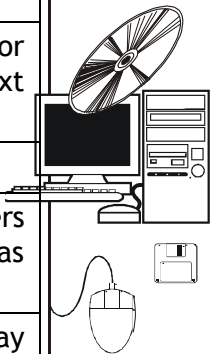




ANNEXURE-IX

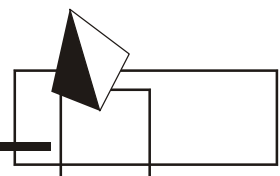
CONDITIONS WITH EMPANELMENT DOCUMENT

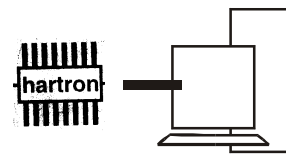
1.	Offer Acceptance	Offers are to be submitted along with empanelment documents. Offers received without empanelment document may be ignored.
2.	Format	Any Document, which is not on the proper form or received late may not be considered.
3.	Contract	The conditions of contract attached with the Empanelment Document form be returned duly signed and in case of non-compliance the offer may be ignored.
4.	Specification Conformity	Tenders which are not strictly according to the specifications laid down in the forth coming Notice Inviting tender(NIT) will not be considered. Unless a deviation from the specification/delivery period given is pointed out by the tenderers specifically, it will be presumed that offer conforms to the specifications, delivery period as laid down in the NIT.
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 quotations 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 Notice Inviting tender(NIT).
8.	Writing	The offers should be typed or written in ink. Offers in pencil may be ignored.
9.	Certification	If specified in specifications requirement, the firm having ISO 9001/9002/any other certification should furnish the certificates. Further, MD HARTRON reserves its right to ask for any certifications/tests/specifications as per standards laid down from Govt. of Haryana/India from time to time during the empanelment period in NITs (Notice Inviting Tenders).
10.	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.
11.	Sister concerns	The tenderer will give complete addresses of its sister concerns/authorized dealers along with name of partners with their complete address(es) and extent of share.
12.	Authentic Signatory	It should also be ensured that tender/quotation has been signed by an authorized person. His name, designation and address should be given in capital letters. Please also indicate the name, designation of the person who signs the CONTRACT for Empanelment and who shall have further correspondence in this case.



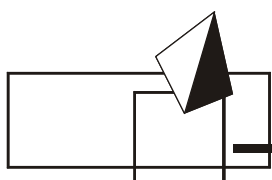
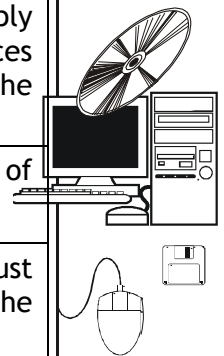


13.	Quantity	HARTRON reserves the right to increase or decrease quantity, subject to the final requirement at the time of placement of order.
14.	Inspection	Inspection of the stores will be carried out in the premises of the vendor or at a place to be notified by HARTRON. The testing facilities will be arranged by the vendor.
15.	Partnership	The tenderers must attach with their offers the partnership deed or constitution of the firm indicating the name of the proprietor.
16.	Agreement	The successful tenderers are required to send the agreement in duplicate as the condition of the contract, tenders for accepted applicable in this case to the firm of issue of acceptance/ adhoc/detailed orders by the HARTRON, failing which no acceptance/supply order will be issued and a copy of the same shall be returned to the tenderers duly executed on behalf of MD, HARTRON by this office and second copy will be retained in this office for record.
17.	Authorization	Only manufacturers of their distributors/agents/stockists/ authorized dealers are entitled to submit their tenders. The manufacturers should supply documentary proof i.e. Registration with the Director of Industries, National Small Scale Industries Corporation or with penal of HARTRON. Offers other than the manufacturers should be supported with an authority letter from the manufacturers, authorising them to quote rates standing guarantee for the satisfactory execution of supply orders failing which offers are liable to be ignored.
18.	Past Performance	Tenderers who are dealing first time with HARTRON are required to furnish particulars of supplies of similar stores made by them during the past three years to various State Govt./Directorate General, Supplies & Disposals, New Delhi/any other Govt. Institutions in the Country, failing which the offers/tenderers are liable to be ignored.
19.	Price	The total landed prices to be quoted against Notice Inviting Tenders 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.
20.	Validity	The validity of the quotation/prices should be valid for 90 days from the date of opening of bids unless otherwise specified. 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.



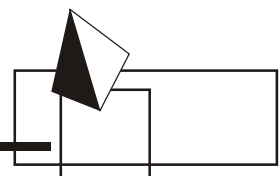


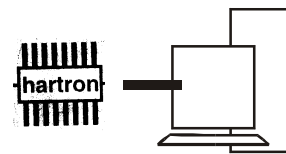
21.	Corrections	The tenderer must sign each Correction.
22.	Price Variation	Offer with price variation clause will not be accepted.
23.	Negotiations	HARTRON reserves the right to call all or selected parties for negotiations.
25.	Signature	An authorized person should sign the tender/quotation. His name, designation and address should be given in capital letters.
26.	Rates	The prices offered in the tender for the stores should be lower than the price at which the tenderer supply the stores 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/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.
27.	Payment Terms	Payment Terms shall be finalized separately with the approval of MD, HARTRON at the time of purchase.
28.	Delivery Period	Unless otherwise specified, the ordered quantity of stores must be offered for inspection and testing within 4 Weeks from the date of placement of confirmed order.
29.	Warranty Period	Unless otherwise specified, the warranty of complete system including software support should be 3 years from the date of installation. Warranty will cover repair/replacement of all defective parts, if any, with the same or equivalent make for any part removed. Only Ribbon, Toner Cartridge, Ink Cartridge, Software media may not be covered under warranty period but it will be replaced by the supplier against any manufacturing defects. Maintenance will be provided at site. Limited/carry in warranty will not be accepted. The supplier will provide after sale service during the warranty period from Chandigarh or from nearest place to installation. The supplier will attend the complaint within 24 hours and not beyond 48 hours.
30.	Acceptance Test	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.





31.	Responsibilities	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 computer systems, 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, excluding printer ribbon, Toner, Tape, Floppy media. Warranty period shall be applicable from the date of successful installation.
32.	Installation	<p>A. The vendor will install the complete hardware and software immediately at the different locations in the state mentioned by HARTRON, within the delivery period stipulated in the supply order.</p> <p>The vendor shall give the wiring diagrams and the panels required for the system installation in advance. User Department/Organization shall make available the necessary wiring panels at installation site.</p> <p>B. Full details of the space requirement with dimensions should be given in advance.</p>
33.	Training	The vendor shall provide operational training on the operating system and other related software purchased.
34.	Documentation	Documentation of system software library routines etc. must be provided along with the detailed operating instructions. The documents supplied must be neat, concise and readable. It should be original, licensed copies. The documentation of the hardware should also be provided which covers the mapping and other tunable parameters.
35.	Re-installation	If the need arises, the computer supplier shall re-install the said computer systems at a new site without any additional charges. The agreement shall stand valid for 5 years. However, Packing, Forwarding and insurance charges for shifting the systems at new site will be borne by the user organization.
36.	Annual Maintenance Contract	AMC @ 5% of the net hardware price will be optional at the discretion of Managing Director, HARTRON and would become applicable after expiry of warranty period and would remain unchanged for the next 5 years after the warranty period expires.
37.	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.
38.	Arbitration Clause	In the eventuality of any dispute, the sole Arbitrator shall be The Financial Commissioner, IT and his decision shall be binding on all the parties.





39.	Augmentation	Supplier shall have to guarantee for a minimum period of 5 years from the date of acceptance that the systems shall be upgraded to the latest version or some additional systems at their negotiated prices (if any).
40.	Information /Documents with the machine	<p>Vendors must provide following details along with delivery:</p> <ul style="list-style-type: none"> a) Model, detailed specifications, and copy of purchase order. b) His contact address (Contact period, Phone, Fax, e-mail) c) Checklist for all parts, accessories, bundled software and software driver. d) Test report of machine <p>All above a, b, c, and d should be duly countersigned by HARTRON.</p> <ul style="list-style-type: none"> e) His local or nearest contact address (Contact period, Phone, Fax, e-mail). f) Inform user about user's responsibilities, site requirement and do's & don'ts for user of computers. g) Warranty expiry date. Terms and conditions of warranty with details of penalty clause and bank guarantee (20%) with HARTRON. h) Terms & conditions of annual maintenance contract (AMC) along with penalty clause and details of bank guarantee (10%) with HARTRON. <p>HARTRON shall design an installation proforma incorporating above details, and duly approved by IT, Department, Haryana. Signature of the customer shall be taken on this proforma, before releasing 20% payment to the vendor. The signed proforma shall be deemed as installation certificate. A copy of this signed Proforma shall be retained with the user for future references</p>
41.	Default Price	The default prices of computers shall be of: Linux O.S+ Open Office + any open email client/browser + any open GUI preloaded. Extra cost for pre loading MS Windows in lieu of Linux and MS Office in lieu of Open Office may be taken from the vendors.

