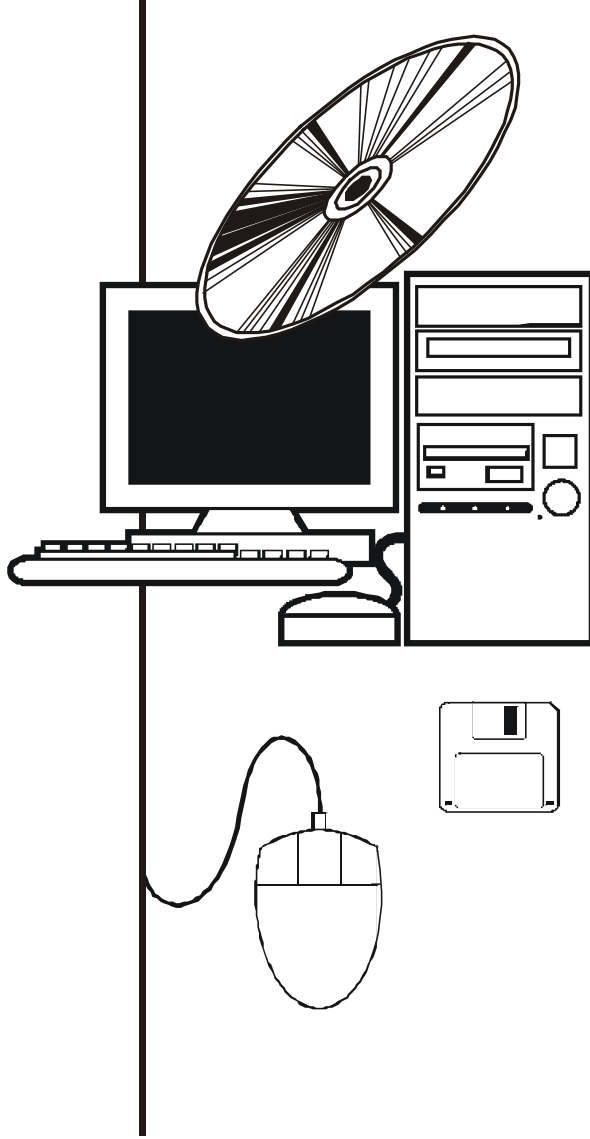


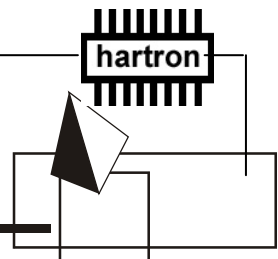
Advt. No :-HARTRON/MSG/2011-12/06	S. No:	Date:
DATE OF CLOSING: 30.09.2011		



Rate Contract

CATEGORY: Purchase of LED Monitors to replace existing CRT Monitors & Rate Contract for a period of 1 year thereof.

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

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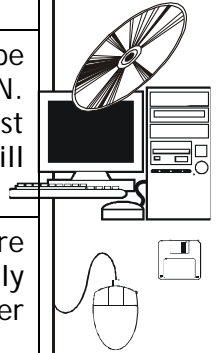
Advt. No.-HARTRON/MSG/2011-12/06

Tender no.

S.No. \_\_\_ Date\_\_\_\_\_

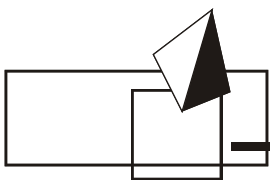
To

PRE BID CONFERENCE MEETING	:	The pre bid conference meeting will be held on 12.09.2011 at 3.00 P.M. in the Board Room of Hartron with the prospective bidders who will submit tender document fee.
LAST DATE OF SUBMISSION OF RATE CONTRACT DOCUMENT	:	30.09.2011 upto 1.00 P.M.
COST OF TENDER DOCUMENT	:	`2000/- (The tender document can also be downloaded from the website of HARTRON. please attach demand draft of `2000/- as cost of document separately failing which offer will not be entertained.)
EARNEST MONEY DEPOSIT	:	EMD `50,000/- for those vendors which are already empanelled with HARTRON for supply of IT Hardware from the last 3 years. For other vendors, the EMD will be `1.00 Lac.
INSTRUCTIONS FOR Bidders	:	SECTION-1
INSTRUCTIONS FOR Rate Contract	:	ANNEXURE-I
CONDITION FOR RATE CONTRACT	:	ANNEXURE-II
CERTIFICATION OF ACCEPTANCE	:	ANNEXURE-III
PRE-QUALIFICATION CRITERIA-cum-Technical Bid	:	ANNEXURE-IV
AUTHORIZATION FOR SIGNATURES	:	ANNEXURE-V
MANUFACTURERS AUTHORIZATION CERTIFICATE	:	ANNEXURE-VI
UNDERTAKING OF RATES	:	ANNEXURE-VII
AFTER SALE SERVICE CERTIFICATE	:	ANNEXURE-VIII
CONDITIONS OF RATE CONTRACT DOCUMENT	:	ANNEXURE-IX



(Roshan Lal)

Asst. General Manager,  
(Marketing Support Group)





## SECTION 1

### INSTRUCTIONS TO BIDDERS

#### A. Introduction

#### 1 Procedure for Submission of Bids

It is proposed to have a Two-Cover System for this bid.

- a) Pre-Qualification cum Technical Bid in one separate cover.
- b) Commercial Bid in another separate cover.

1.1 The Bidders must place their **Pre-Qualification cum Technical Bid and Commercial bids** in separate envelopes super-scribed with separate **Bid titles** as follows:

- **Pre-Qualification cum TECHNICAL BID**
- **COMMERCIAL BID**

1.2 The Bidders have to qualify the **Pre-qualification Criteria cum technical bid**.

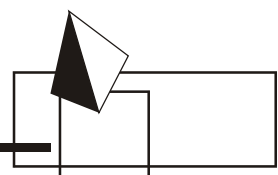
1.3 **Pre-qualification Criteria cum technical bid** will be opened on the prescribed date and time.

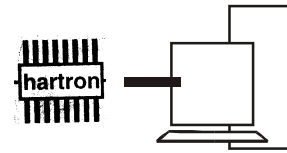
1.4 **Commercial offer** of only those Bidders will be opened who qualify the Technical Bids.

1.5 Each copy of Technical Bid should be covered in a separate sealed cover super-scribing the wording "**Pre-qualification cum Technical Bid**". Both copies should be separately marked as "**original copy**" and "**first copy**" respectively. Thereafter, both the copies should be put in a single sealed cover super-scribing the wording "**Pre-qualification cum Technical Bid**".

1.6 Please note that commercial aspects (prices, freight charges, Installation etc.) should not be indicated in the Pre-qualification cum Technical Bid and should be quoted only in the Commercial Bid.

1.7 Each copy of Commercial Bid should be covered in a separate sealed cover super-scribing the wording "**Commercial Bid**". Both copies should be separately marked as "**original copy**" and "**first copy**" respectively. Thereafter, both the copies should be put in a single sealed cover super-scribing the wording "**Commercial Bid**".





**Commercial Bid should only indicate prices in the prescribed format as per Annexure-XI.**

- 1.8 The cover thus prepared should also indicate clearly the name and address of the Bidder to enable the Bid to be returned unopened in case it is received "**Late**".
- 1.9 The bids received late and declared late by the Bid Evaluation committee after the last date and time for receipt of bids prescribed in the bid document or otherwise shall be rejected and/or returned unopened to the Bidder.
- 1.10 Each copy of the bid should be a complete document with Index & page numbering and should be bound as a volume. Different copies must be bound separately.

**2 Cost of Bid document**

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

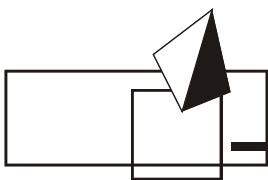
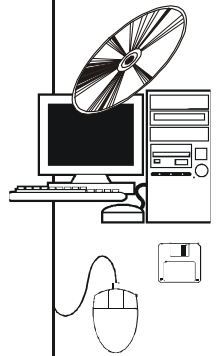
- 3 The Bidder is expected to carefully examine all instructions, forms, terms & specifications in the Bid Document. Failure to furnish all information required in the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and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

**4 Clarification regarding Bid Document**

- 4.1 A prospective Bidder requiring any clarification of the Bid Document may notify the HARTRON in writing at the HARTRON mailing at least seven days before the closing date of the bid. HARTRON will respond in writing to any request for clarification of the Bid Document, received, not later than 7 days prior to the last date for the receipt of bids prescribed by the Client. Written copies of the Client response (including an explanation of the query but without identifying the source of Inquiry will be sent to all prospective Bidders who have received the Bid Documents.

**5 Amendment of Bid Document.**

- 5.1 At any time upto the last date for receipt of bids, HARTRON, may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by an amendment.





- 5.2 The amendment will be notified in writing or by telex or cable or e-mail to the prospective Bidders who have received the Bid Documents and will be binding on them.
- 5.3 In order to afford prospective Bidders reasonable time or otherwise for any other reason, in which to take the amendment into account in preparing their bids, the Client may, at his discretion, extend the last date for the receipt of Bids.

## **B. Preparation of Bids**

### **6 Language of Bids**

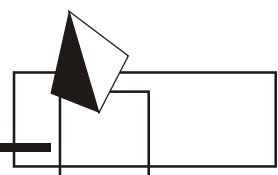
- 6.1 The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the Haryana State Electronic Dev. Corp. Ltd. shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

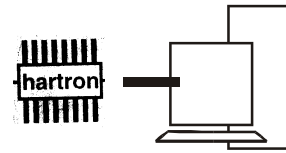
### **7 Documents Comprising the Bids**

- 7.1 Conditional bids shall not be entertained.
- 7.2 The Bids prepared by the Bidders shall comprise of following components (Bid documents are to be submitted in the order of pre-qualification criteria clauses along with index page no.):

#### **Technical Bid shall consist of the following:-**

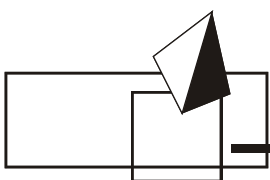
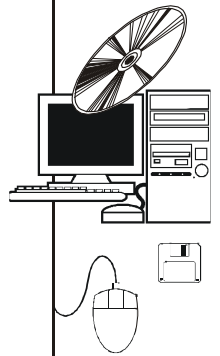
- (a) Technical Deviations, if any, from the terms and conditions and specifications as specified in the Bidding Documents. Failing which, it would be assumed that there are no technical deviations and the full responsibility lies on the Bidder.
- (b) Technical brochures of the product quoted and also current certifications required as per detailed technical specifications should also be enclosed.
- (c) Bidder must submit papers on detailed strategy, methodology and time schedules for supply, installation and maintenance of LED monitors.
- (d) The Technical specifications may be fine tuned on the basis of discussions with various Bidders during the Technical Bid evaluation process or otherwise. The revised commercial bids, if required, would then be called on the basis of fine tuned specifications.





**Commercial Bid consisting of the following: -**

- (a) Bid prices for the Technical Specifications duly filled, signed and complete as per the Price Schedule on the prescribed Proforma as per Annexure-XI.
- (b) In the commercial bid:-
  - The bidder is required to submit basic price, all taxes, and cess, levies, Octroi and total price FOR anywhere in Haryana, Chandigarh & Delhi.
- (c) Commercial Deviations, if any, from the terms and conditions and specifications as specified in the Bidding Documents.

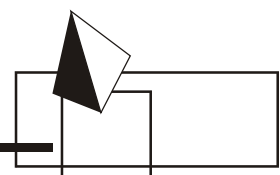


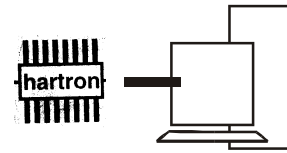


## ANNEXURE-I

### INSTRUCTIONS FOR RATE CONTRACT

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 offers must be super scribed "Documents for Rate Contract for LED monitors for a period of 1 year vide advertisement no. HARTRON/MSG/2011-12/06 dated 19.09.2011. The documents must be put in the tender box laying in the Marketing Support Group, 2<sup>nd</sup> Floor, HARTRON or reach to the Asstt. General Manager (MSG), HARTRON before 1.00 PM on the date mentioned in the Rate Contract document.
2. In the event of documents being submitted by a partner 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 authorizing 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 authorized 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 `50,000/- in the form of Demand Draft payable to HARTRON, Chandigarh for those vendors which are already empanelled with HARTRON for supply of IT Hardware from the last 3 years. For other vendors, the EMD will be `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. 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. The EMD of successful bidder(s) will be refunded after expiry of Rate Contract of 1 year.**
6. The supplier who will not be qualified for Rate Contract, the EMD will be refunded back within one week from the date of finalization of Rate Contract.
7. The Managing Director, HARTRON does not bind himself to accept the offer of Rate Contract and reserve to himself the right to reject any or all Rate Contract offers without assigning any reasons.
8. No document will be considered unless and until all the documents are properly stamped and signed.





## Annexure-II

### Condition for Rate Contract

1. This contract is valid for one year but in the event of any breach of the agreement at any time on the part of the contractor, the Rate Contract may be terminated summarily by the Managing Director, HARTRON without compensation to the contractor.

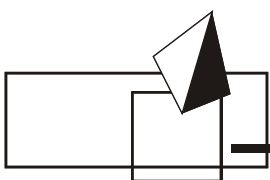
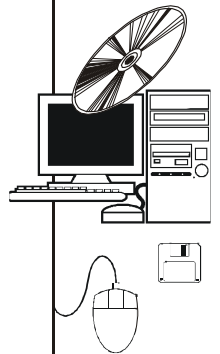
Any change in the constitution of the firm shall be notified forthwith by the contractor in writing to the authority sanctioning the contract and such change shall not relieve any former member of the firm from any liability under the Rate Contract.

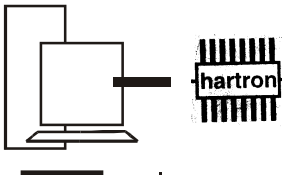
No new partner/partners shall be accepted into the firm by the contractor in respect of this Rate Contract unless he/they agree to abide by all its terms, conditions and deposit with the officer sanctioning the contract, a written agreement to this effect. The contractor's receipt or acknowledgement 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 mentioned in the Tender Document. 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.

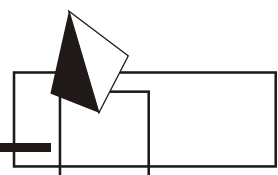
2. The Managing Director, HARTRON may by notice in writing call upon the contractor to supply additional articles to serve as sample and upon such notice in writing, contractor shall at his own cost be bound to supply additional samples, such additional samples being in all respect of the same quality 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

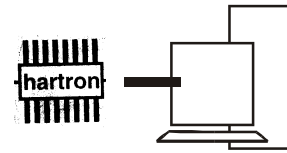




thereof. Unless otherwise specified all goods must be delivered at destination within 2 weeks from the date of placement of order.

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 to 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 authorized 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 on behalf of 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.

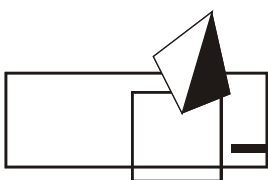
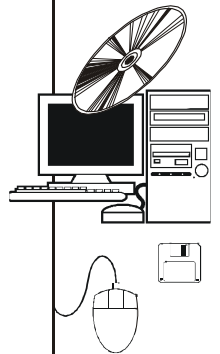
7. Packing cases, containers, gunny packages etc. which may be used for purposes of packing and which are delivered with stores will not be returned or paid for unless specifically stipulated, and that to contractor's expense.
8. Unless otherwise specified in a requisition, bills for the whole goods 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**

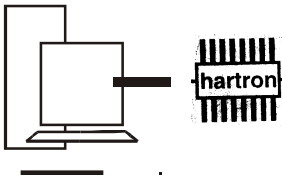
If the payment of any bill be not made within one month from the date of its submission, the indenter to whom the bill was forwarded should be addressed first. Failing which, the matter should be reported to the MD, HARTRON. All such complaints should be with following details: -

- 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.

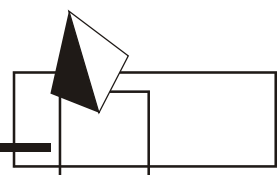


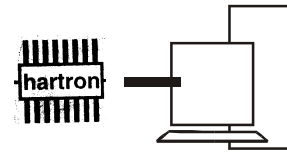


Subject to these conditions, the contractor will not be entitled to charge or be paid for supplies broken, lost or damaged in transit. The Managing Director, HARTRON will be the authority to determine whether or not the breakage, loss or damage was caused through the contractor's negligence and the decision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

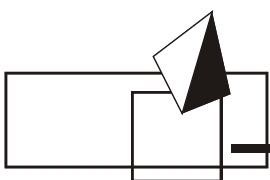
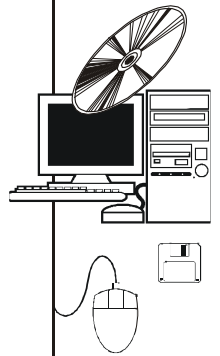
11. In the event of withdrawal or discontinuance of any article or articles and consequent ceasing of or reduction in demand the contractor shall not be entitled to any compensation. Government will however, make all reasonable endeavors to give warning of any impending complete withdrawal or of any 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 **1% penalty** per consignment per week recoverable on the value of the stores supplied maximum upto 10% of the pro rata basis upto the delay of 10 weeks. 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

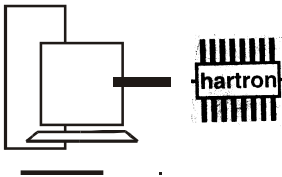




after risk purchase notice, then risk purchase will be affected by the Corporation by inviting short term quotations from the registered and other known suppliers. The excess cost thus incurred will be recovered from the suppliers from his pending bills/Earnest Money or through court of law. This procedure 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 unauthorized 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 fulfill 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

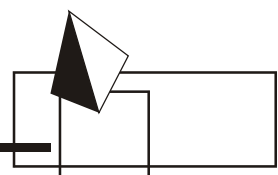




otherwise, Government shall be entitled to terminate this contract forth with and to blacklist the contractor and purchase or procure or arrange from Government's stocks or otherwise at the contractor's risk and at the absolute discretion of the Managing Director, HARTRON as regards the manner, place 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.

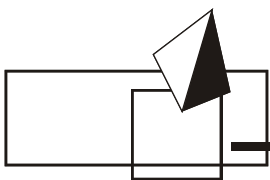
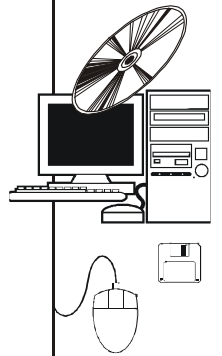
The termination of this contract in whole or part under these conditions shall not be affected by the acceptance, meanwhile or subsequently, of supplies accepted or made at any station whether in ignorance of the termination otherwise.

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 & 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 `500/-per hearing subject to a maximum of `2500/- 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

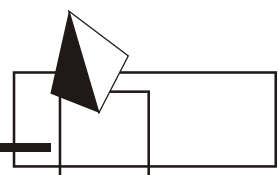
### Certificate of Acceptance

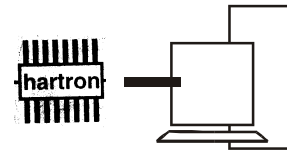
I/We hereby offer to supply the LED monitors in the manner in which and within the time specified as set forth in the Notice Inviting Tender during the Rate Contract period.

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.

Read and accepted.

Signature of the Tenderer



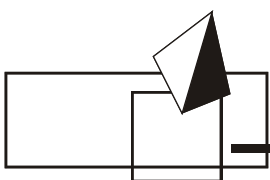
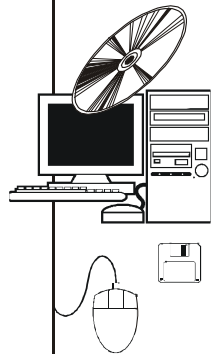


## ANNEXURE-IV

**Pre-qualification cum Technical bid for the Purchase of LED monitors to replace existing CRT Monitors and Rate Contract for a period of 1 year.**

The vendor shall enclose the following documents with the Pre-qualification cum Technical bid:-

1. The bidder should be manufacturer or should be authorized distributor/dealer, in case manufacturer is not directly participating in the tender. The dealers must enclose a certificate of authorization of manufacturer with the bid as per Annexure -VI.
2. The brand should be available in the market from the last 3 years.
3. The annual turnover of the manufacturer should be at least `50.00 crore or more during last three financial years in India.
4. The turnover of the distributor/dealer during last three financial years should be minimum `10.00 Crore (cumulative).
5. The manufacturer should have service facility at Delhi, Chandigarh and minimum one place (other than Gurgaon, Faridabad and Panchkula) in the State of Haryana to provide proper and timely after sale service. However, in case faulty monitor is not replaced within 3 working days and no alternate arrangement is made by the supplier, a penalty @ `25/- per day for 18.5" & 21.5" range LED monitors and @ `50/- per day for 27" or higher LED monitor will be imposed on the supplier for all unjustified delays.
6. In case bidder is a dealer, both the turn over clause (meant for manufacturer and dealer) will be applicable.
7. The manufacturers should supply documentary proof i.e. Registration with the Director of Industries, National Small Scale Industries Corporation, DGS&D or with panel of HARTRON. Offers other than the manufacturers should be supported with an authority letter from the manufacturers, authorizing them to quote rates standing guarantee for the satisfactory execution of supply orders failing which offers are liable to be ignored.
8. The successful bidder(s) will make the supply of LED monitors FOR destination/Department/Organization directly in case quantity of LED monitors is 20 nos. or more. In other cases, the delivery of monitors will be required at designated sites identified by the Corporation for further distribution of LED monitors.
9. Delivery Period: Immediately but not later than 4 weeks.
10. EMD:EMD `50,000/- for those vendors which are already empanelled with HARTRON for supply of IT Hardware from the last 3 years. For other vendors, the EMD will be `1.00 Lac. The EMD of successful bidder(s) will be refunded after expiry of warranty period of 3 years.

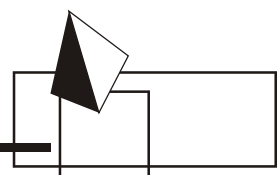




- However, EMD of others bidders will be refunded within one week from the date of finalization of Rate Contract.
11. Payment Terms:- 100% against delivery upto the order value of `25.00 Lacs during the Rate Contract. The R/C vendors will submit additional security of `50,000/- for each additional order of `25.00 Lacs during the Rate Contract period in the form of Bank Guarantee of any Nationalized Bank/Fixed Deposit jointly in the name of HARTRON & supplier firm valid for 37 months as a performance security.
  12. Warranty:-3 years comprehensive onsite warranty. The manufacture will give an undertaking that the warranty commitment is from the OEM. However OEM can provide service from their authorized service provider.
  13. The firm will repair the LED monitor at site for minor faults otherwise faulty LED monitor should be replaced within three working days.
  14. The Corporation will sign Service Level Agreement (SLA) with successful bidder(s).
  15. The Technical Committee will take demonstration of LED monitors of brands offered by the various bidders before opening of the commercial bids to evaluate the product in terms of specifications and acceptability of the brand.
  16. The product to be offered should withstand the climatic conditions like Relative Humidity, Temperature etc. of the State of Haryana including Chandigarh and Delhi region.
  17. The Buy Back of existing CRT Monitor shall be for "as is where is basis".
  18. Corporation may decide the Rate Contract "with e-Waste" or "without e-Waste" certificate or both.
  19. The TCO-05/TCO 5.0 for the quoted model must be submitted along with the bid or before opening of commercial bids. Otherwise their commercial bid will not be opened.
  20. Conditional bids shall not be entertained.

**NOTE:**

- Documents are not transferable.
- The vendors who will not qualify for the conditions of pre-qualification shall not be considered for rate Contract.
- The Rate Contract 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.
- Deviations, if any terms & conditions should be indicated separately.





Annexure-V

IN WITNESS THERE OF 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)

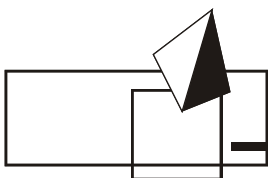
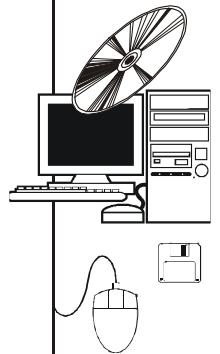
(i) Signature Address Description

(ii) Signature Address Description

Signed by \_\_\_\_\_

Dated \_\_\_\_\_

Signature of \_\_\_\_\_ on behalf of the Managing Director of HARTRON





ANNEXURE-VI

From

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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:-

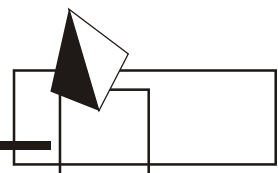
- (i) That this is to certify that M/s \_\_\_\_\_ is our authorized dealer/distributor/agent and he is authorized to submit tender/quote the rates in the State of Haryana, against Rate Contract enquiry No. \_\_\_\_\_ due on \_\_\_\_\_ and to supply the material in original manufactured by us during the Rate Contract 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.

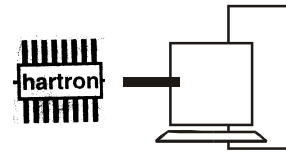
**DEPONENT**

**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

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To

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

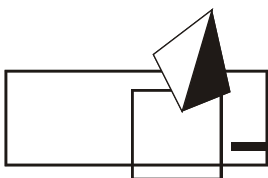
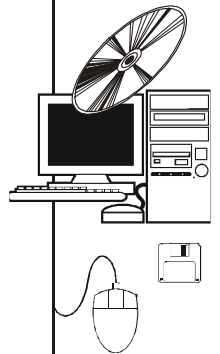
We do hereby confirm that:

1. The rates quoted during the Rate Contract 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.

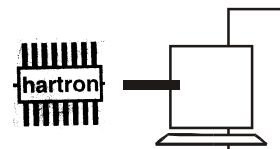
For submission of bid, negotiations and for contract we authorize Mr. (Name & Designation of the representative) of our firm.

(Signature)

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



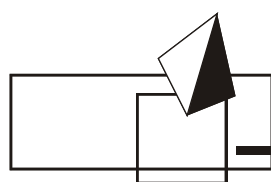


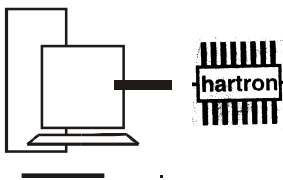


ANNEXURE-IX

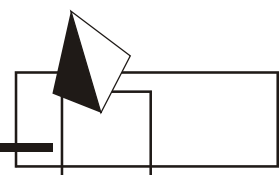
CONDITIONS OF RATE CONTRACT DOCUMENT

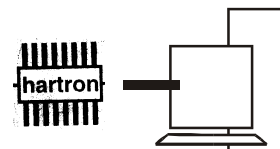
1.	<b>Offer Acceptance</b>	Offers are to be submitted along with the required documents for Rate Contract. Offers received without required documents may be ignored.
2.	<b>Format</b>	Any Document, which is not on the proper form or received late may not be considered.
3.	<b>Contract</b>	The conditions of contract attached with the Rate Contract Document form be returned duly signed and in case of non-compliance the offer may be ignored.
4.	<b>Specification Conformity</b>	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.	<b>Opening Date</b>	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.	<b>Jurisdiction</b>	All disputes will be settled within the jurisdiction of Chandigarh
7.	<b>Offer Discretion</b>	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.	<b>Writing</b>	The offers should be typed or written in ink. Offers in pencil may be ignored.
9.	<b>Certification</b>	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 Rate Contract period in NITs (Notice Inviting Tenders).
10.	<b>Documents</b>	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.	<b>Sister concerns</b>	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.
12.	<b>Authentic Signatory</b>	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 <b>CONTRACT for Rate Contract</b> and who shall have further correspondence in this case.
13.	<b>Quantity</b>	HARTRON reserves the right to increase or decrease quantity, subject to the final requirement at the time of placement of order.



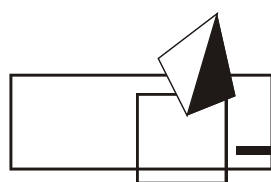
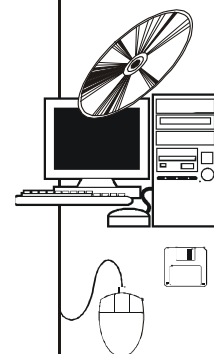


14.	<b>Inspection</b>	Inspection of the stores will be carried out in the premises of the vendor or at a place to be notified by HARTRON. The testing facilities will be arranged by the vendor.
15.	<b>Partnership</b>	The tenderers must attach with their offers the partnership deed or constitution of the firm indicating the name of the proprietor.
16.	<b>Agreement</b>	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 and second copy will be retained in this office for record.
17.	<b>Authorisation</b>	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.	<b>Past Performance</b>	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.	<b>Price</b>	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.	<b>Validity</b>	The validity of the quotation/prices should be valid for 60 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.	<b>Corrections</b>	The tenderer must sign each Correction.
22.	<b>Price Variation</b>	Offer with price variation clause will not be accepted.
23.	<b>Negotiations</b>	HARTRON reserves the right to call all or selected parties for negotiations.



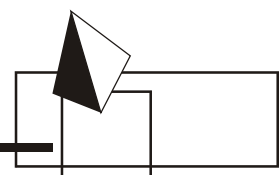


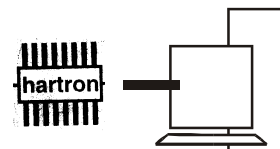
25.	<b>Signature</b>	An authorized person should sign the tender/quotation. His name, designation and address should be given in capital letters.
26.	<b>Rates</b>	The prices offered in the tender for the stores should be lower than the price at which the tenderer supply the stores of identical description 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.	<b>Payment Terms</b>	Unless otherwise specified, 80% of payment will be released after inspection and delivery. The balance 20% payment will be released within one month from the date of installation and submission of bank guarantee @ 20% of the order value. The Bank Guarantee should be valid up to one month more from the date of expiry of warranty period of the system.
28.	<b>Delivery Period</b>	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.	<b>Warranty Period</b>	Unless otherwise specified, the warranty of complete system including software support should be 3 years comprehensive on-site from the OEM 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. 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.	<b>After sales service response clause</b>	In case faulty LED monitor is not replaced within 3 working days and no alternate arrangement is made by the supplier, a penalty at the discretion of MD, HARTRON @ `25/- per day will be imposed on the supplier, for any unjustified delay. The delivery period and penalty clause for LCD monitor would be same as was finalized by the Technical Committee for Rate Contract of Computer Systems
31.	<b>Acceptance Test</b>	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.



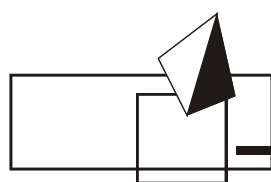
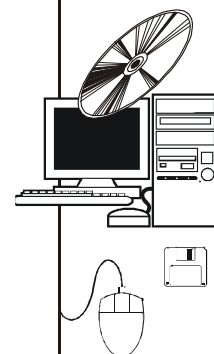


32.	<b>Responsibilities</b>	It shall be the responsibility of the vendor to keep the system in good working condition so as to ensure a minimum of 95% uptime on monthly basis by carrying out the necessary repairs/maintenance of LED Monitor, otherwise it shall be treated as a non performance on the part of the vendor for which performance guarantee may be forfeited and firm may be black listed for future business. Warranty period shall be applicable from the date of successful installation.
33.	<b>Installation</b>	A. The vendor will install the LCD Monitors immediately at the different locations in the state mentioned by HARTRON, within the delivery period stipulated in the supply order. 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. B. Full details of the space requirement with dimensions should be given in advance.
34.	<b>Training</b>	The vendor shall provide operational training, if required.
35.	<b>Documentation</b>	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.
36.	<b>Re-installation</b>	If the need arises, the LED Monitor supplier shall re-install the said LED Monitor at a new site without any additional charges. The agreement shall stand valid for 1 years. However, Packing, Forwarding and insurance charges for shifting the systems at new site will be borne by the user organization.
37.	<b>Annual Maintenance Contract</b>	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.
38.	<b>Billing</b>	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.
39.	<b>Arbitration Clause</b>	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.
40.	<b>Augmentation</b>	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).
41.	<b>Information /Documents with the machine</b>	<b>Vendors must provide following details along with delivery:</b> 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
42	Purchase Process	The purchase/rate contract would be decided on the basis of the best valid rates quoted. If it is considered that the best valid rates quoted by L <sub>1</sub> (best valid bid) are not reasonable, the negotiations shall be held only with the L <sub>1</sub> and a counter offer will be made to the L <sub>1</sub> . In case the L <sub>1</sub> bidder does not accept the counter offer, the tender would be dropped and recourse would be taken to invite fresh tenders. Further, in case the L <sub>1</sub> does not have the capability/capacity to execute the complete order, the supply order in excess of the quantity quoted by L <sub>1</sub> could be placed with L <sub>2</sub> (second best valid bid) on the rates quoted by L <sub>1</sub> . Similarly, if the L <sub>2</sub> is also found to be reluctant to supply the stores at such counter offers or the combined capacity of L <sub>1</sub> and L <sub>2</sub> does not meet the supply of complete order, the balance supply order could be placed on L <sub>3</sub> (third best valid bid) at the rates offered by L <sub>1</sub> .
43	Purchase Preference	MD, HARTRON reserves the right to allow Purchase preference upto 50% of the tendered quantities to the Industrial units located in Haryana on the lowest valid rates, provided: <ul style="list-style-type: none"> <li>• The manufacturer firm claims purchase preference in the tender;</li> <li>• The firm submits the registration certificate for the quoted items and valid purchase preference certificate issued by the Industries Department alongwith the tender;</li> <li>• The firm submits an undertaking that their sales office for the purpose of billing is based in Haryana and all the billings are/will be raised from Haryana only;</li> <li>• The gross rates of the firm claiming Purchase Preference are not higher than 10% of the lowest valid gross rates received in tender and the Haryana based firm agrees to the lowest gross rates;</li> </ul> Where more than one tenderer claim Purchase Preference and fulfill all the above conditions, 50% quantity covered under purchase preference may be divided between them on proportionate basis keeping in view the quantity/delivery period quoted by them.
44.	Price Fall Clause	MD, HARTRON can accept lower rates from the R/C vendor (s) at any stage during the Rate Contract under price fall clause. Further, if the firm reduces the price of R/C items of the offered models/replaced models with same or better specification during the validity of Rate Contract/supplies, then the rates of R/C will also be reduced accordingly.





Annexure -X

i) Specifications for 18.5" or higher LED Monitor:-

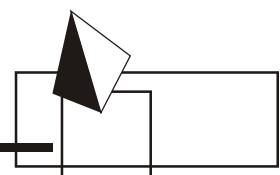
S#	Description	Specification
1.	Size	18.5" or higher LED monitor
2.	Brightness	250 cd/m <sup>2</sup>
3.	Contrast ratio (typical) or Dynamic Contrast ratio	1000:1 or better or 8000000:1 or better
4.	Resolution	1366x768
5.	Maximum Response Time	5ms
6.	Viewing Angle	170/160 or better
7.	Maximum Weight with stand	3.45 KG
8.	Maximum Power Consumption	18 watts
9.	TCO 5.0/5.1 Certification	Yes
10.	Operating voltage	100-240 VAC, 50/60 Hz

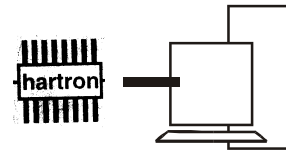
ii) Specifications for 21.5" or higher LED Monitor:-

S#	Description	Specification
1.	Size	21.5" or higher LED monitor
2.	Brightness	250 cd/m <sup>2</sup>
3.	Contrast ratio (typical) or Dynamic Contrast ratio	1000:1 or better or 8000000:1 or better
4.	Resolution	1920x1080
5.	Maximum Response Time	5ms
6.	Viewing Angle	170/160 or better
7.	Maximum Weight with stand	4.5 KG
8.	Maximum Power Consumption	30 watts
9.	DVI port with cable	required
10.	TCO 5.0/5.1 Certification	required
11.	Operating voltage	100-240 VAC, 50/60 Hz

iii) Specifications for 27" or higher LED Monitor:-

S#	Description	Specification
1.	Size	27" or higher LED monitor
2.	Brightness	300 cd/m <sup>2</sup>
3.	Contrast ratio (typical) or Dynamic Contrast ratio	1000:1 or better or 8000000:1 or better
4.	Resolution	1920x1080
5.	Maximum Response Time	5ms
6.	Viewing Angle	170/160 or better
7.	Maximum Weight with stand	6.5 KG
8.	Maximum Power Consumption	75 watts
9.	DVI port with cable	required
10.	TCO 5.0/5.1/5.2 Certification	required
11.	Operating voltage	100-240 VAC, 50/60 Hz





Annexure-XI

Format of Commercial Bid:-

S.No.	Description	Unit Price (Inclusive of all taxes & duties with FOR destination etc.)
1.	18.5" LED monitor in lieu of 15" or higher CRT monitor without condition of "e-waste Certificate".	
2.	18.5" LED monitor in lieu of 15" or higher CRT monitor with "e-waste Certificate" for disposal of CRT monitors as per guidelines of Govt. of India.	
3.	18.5" LED monitor.	
4.	21.5" LED monitor	
5.	27" or higher LED monitor	

