

**STATE LEVEL IMPLEMENTING AND
MONITORING COMMITTEE,
HARYANA STATE**

**Competitive Tender Bidding
for
Supply, Installation and Maintenance of
PCs, Printers and UPS Systems
for
325 Primary Agricultural Credit Societies
(PACS)
9 CCBs of the state of Haryana
in 2 groups of 186 and 139 PACS**

**STATE LEVEL IMPLEMENTING AND
MONITORING COMMITTEE,
HARYANA STATE**

GROUP I

PART – I

**Competitive Tender Bidding
for
Supply, Installation and Maintenance of
PCs, Printers and UPS Systems
for
186 Primary Agricultural Credit Societies (PACS) in 4 districts
of the state of Haryana**

Commercial Terms and Technical Specifications

Date of Issue:

Issued to:

Number of Pages: to

Due Date for submission: **15.00 hrs on 8 December 2009**

Seal & Signature of the Vendor

**Supply, Installation and Maintenance of PCs, Printers and UPS Systems
for 325 Primary Agricultural Credit Societies (PACS) 9 CCBs of the state
of Haryana in 2 groups of 186 and 139 PACS**

Haryana State Cooperative Apex Bank, Chandigarh is inviting this Tender on behalf of State level Implementing and Monitoring Committee (SLIC) constituted for implementation of Revival Package for Short-Term Cooperative Credit Structure in Haryana. Under the said revival package, it is proposed to procure 325 computer units each comprising one Personal Computer (PC), one dotmatrix Printer and a UPS system (hereafter called as Computer Equipments), for 325 Primary Agricultural Credit Societies (PACS) as provided in the Annexures to this document. **The hardware is to be deployed in 186 PACS in 4 districts viz. Ambala, Karnal, Kurukshetra and Yamunanagar (Group I) and 139 PACS in 5 districts viz. Bhiwani, Mahendragarh, Rewari, Rohtak and Sirsa districts (Group II) in the State of Haryana.** The district-wise list of 186 PACS in Group I is given in Annexure A. In case the number of actual installations exceeds this number, the average price, which works out on the basis of this bid will be paid for the additional units also under the same terms and conditions. The vendor will be under obligation to supply such extra number of units to the PACS so identified in the CCBs covered by this tender.

The vendors may also give financial bid assuming that 2 Personal Computers alongwith 2 UPS will be supplied to each PACS in both groups. Final decision regarding supplying 2 PCs and 2 UPS to each PACS would however be taken by SLIC subsequently.

The Tender document is organised as under.

Group I

Part I

- General Commercial terms and conditions
- Broad Technical Parameters of the Computer Equipment
- Tender Evaluation Criteria
- Proformae of Agreement, Bank guarantee, etc.
- Check List

Part II

- Financial Quote

The quotation for the work should be submitted in two parts (Technical and Financial) in separate sealed envelopes.

The quotation for the work should be submitted group-wise i.e. separately for Group I and Group II.

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GROUP I

PART I

Chapter	Description
1	General Commercial Terms and Conditions
2	Broad Technical parameters of the Computer Equipments
3	Quotation evaluation criteria
4	Proformae of Agreement, Bank Guarantee, etc.

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PART I

Chapter 1

General Commercial Terms and Conditions

1.0 Scope of Work

(i) to supply and install one unit of computer equipment (comprising one PC, one dot matrix printer and one UPS, each conforming to the specifications provided in Chapter 2 of the tender document) **in each PACS** covered by this tender, and (ii) maintenance of the equipment supplied during the warranty period of three years from the date of installation of each equipment at the cost of the Vendor

2.0 Mode of submission of Tender

(a) The sealed Tender in two parts shall be addressed to the Managing Director, Haryana State Cooperative Bank, Head Office, Sector 17 B, Chandigarh. Each envelop should be superscribed "**Tender for Supply of Computer Equipments for use in 325 Primary Agricultural Credit Societies comprising of 186 PACS in Ambala, Kurukshetra, Karnal, Yamunanagar (Group I) in the State of Haryana - Part I (Technical Bid)**" and "**Tender for Supply of Computer Equipments for use in 325 Primary Agricultural Credit Societies comprising of 186 PACS in Ambala, Kurukshetra, Karnal, Yamunanagar (Group I) in the State of Haryana-Part II (Financial Bid)**" sent so as to reach the Managing Director, Haryana State Cooperative Apex Bank Ltd, Head Office, Sector 17 B, Chandigarh not later than 15.00 hrs on 8 December 2009 as indicated in the letter of invitation to 'Competitive Tender Bidding'. **The vendor can bid for either Group I or Group II or both. However, the vendor desirous of submitting the bids for both the groups must submit the bids separately for each group.**

b) The tender shall be submitted **in duplicate** and the Vendor should clearly indicate on each copy of the Tender under their full signature whether it is the original or duplicate copy.

(c) No Tender will be received after due date and time as indicated in the letter of invitation to Tender, under any circumstances, whatsoever.

(d) The Tender should be submitted in two envelopes as described hereafter. **Vendors bidding for both groups, however, must submit separate group-wise bids.** Both envelopes shall be superscripted as in para (a) and (b) above. Each envelope should also bear the envelope number clearly and prominently.

(d1) Sealed envelope No.1 for Group I or Group II shall contain the following:

- (i) Earnest Money Deposit as specified herein under.
- (ii) Part - I of the Tender document
- (iii) Vendor's letter giving technical clarifications, if any.
- (iv) Any other information called for in the tender documents or which the Vendor would like to submit along with his Tender.
- (v) **A specific letter to the effect that no changes have been made in the terms and conditions of this tender document**
- (vi) **A specific letter that I/we have understood all the conditions and they are acceptable to me/us.**

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(d2) It should be specifically noted that the contents of envelope No.1 **must not reveal rates** of any item or the total Tender amount quoted by the Vendor.

(d3) Sealed envelope No.2 shall contain only the Part - II of Tender document.

2.1 Opening of Tender

Envelop No.1 of the Tender will be opened at **16.00 hours on 8 December 2009** at Haryana State Cooperative Apex Bank, Head Office, SCO 78-80, Sector 17 B, Chandigarh in the presence of Vendors or their representatives (maximum 2 persons representing any vendor), should they choose to remain present.

2.2 Validity period for the quotation:

(a) Tender shall remain open to acceptance by SLIC for a period of three months from the date of opening of Envelop No. 2 of the Tender. The period may be extended by mutual agreement and the Vendor shall not cancel or withdraw the Tender during this period.

(b) The Vendor must use only the formats prescribed in Tender. A specific letter to the effect that no changes have been made in the terms and conditions of this tender document should be submitted in Envelope No.1.

(c) The Tender must be filled in English and all entries must be made by hand and written in ink. If any of the documents is missing or unsigned, the Tender will be considered invalid and rejected by SLIC at its discretion.

(d) All erasures and alterations made while filling the Tender must be attested by initials of the Vendor. Overwriting of any kind is not permitted. Failure to comply with either of these conditions will render the Tender invalid at SLIC's discretion. No advice of any change in rate or conditions after the opening of the Tender will be entertained.

2.3 Each page of the Tender document should be signed by the person or persons submitting the Tender in token of Vendor having acquainted himself with the General Conditions of Contract, Specifications, and Special Conditions etc. as laid down.

2.4 **Earnest Money Deposit (EMD):** The Vendor shall deposit Earnest Money of Rs. 10 lakh in case the bid is for both groups. However, the EMD would be **Rs. 5.7 lakh for Group I**. The EMD should be in the form of Bank Draft drawn in favour of Haryana State Cooperative Apex Bank Ltd, Head Office, Sector 17 B, Chandigarh or in the form of a Bank Guarantee as per Schedule 4.1 of Chapter 4 in favour of Haryana State Cooperative Bank, Head Office, Sector 17 B, Chandigarh. No Tender shall be considered unless the Earnest Money is so deposited. No interest shall be paid on this Earnest Money deposit. The Earnest Money of an unsuccessful Vendor will be refunded, without any interest, soon after the decision to award the work is taken. The Earnest Money Deposit shall stand absolutely forfeited if the Vendor revokes his tender at any time during the period when he is required to keep his tender open for acceptance by SLIC, or if, after the tender is accepted, the Vendor fails to enter into a formal agreement/or if he fails to pay the security deposit as stipulated. The EMD of the successful Vendor will be refunded after the vendor submits the Performance Bank Guarantee from a scheduled Bank as stipulated in para 2.15 below.

2.5 The rates quoted shall be inclusive of all taxes and duties and shall be firm and not be subjected to variations in exchange rate and/or taxes/duties.

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2.6 Warranty Period: On successful installation of the Computer Equipment, the Vendor shall warrant the availability and functioning of the equipment **for a period of three years**. During this warranty period, the on-site maintenance services for trouble shooting of hardware and related system software problems and replacement of parts will be carried out at the cost of Vendor.

2.7 In the event of its being necessary to import any materials of foreign manufacture, the Vendor should obtain the same against his own normal licence quota and should not look to SLIC for any assistance whatsoever for their procurement.

2.8 Product details: The quotation shall be accompanied by product literature giving complete technical and other details for all products quoted. The technical details of products and Bill of Materials shall be furnished as per Schedule 4.2 in Chapter 4.

2.9 Quality Assurance: The products quoted and to be supplied shall be guaranteed by the Vendor against all types of defects for at least a period of **three years from the date of Installation of the Computer Equipment**. Any defects in the system found within the warranty period shall be rectified/replaced/troubleshooted at the cost of the vendor.

2.10 Terms of Payment: The following terms of payment will be followed for the supply and installation of the Computer Equipments:

- (a) 90% of the cost of equipment supplied against delivery and successful installation of the same for any lot of 50 or more installations. No payment will be made for part shipment of the equipment.
- (b) **Payments will be made only on production of Machine Installation Reports by the Vendor vetted by the respective District Level Monitoring and Implementation Committee (DLIC), set-up under the revival package at the district level.** (Schedule 4.5 in Chapter 4).
- (c) Payment will be made directly by NABARD on the basis of recommendation of the DLICs and SLIC
- (d) 10% of the cost of material supplied and other balance amount, if any, against Performance Bank Guarantee from a Scheduled bank (Schedule 4.3 in Chapter 4).

2.11 Timely completion: The equipments shall be supplied and installed within **one month from the date of receipt of letter of award of work** failing which liquidated damages at the rate of 0.5% of the total cost of equipments per week of delay beyond the stipulated period, subject to a maximum of 5% of the cost of equipments will be levied.

2.12 Agreement: The successful Vendor shall execute an agreement with SLIC on stamp paper of appropriate value within **fourteen days of receipt of letter of award of work**. **However, the issue of purchase order by SLIC shall be construed as a binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract.**

2.13 Confidentiality: The details of the proposed purchases (which will comprise of the equipments to be supplied) shall be treated as confidential information between SLIC and Vendor. Any such information shall not be passed on in part or in full to any third party without SLIC's prior written approval.

2.14 Settlement of disputes by Arbitration: All disputes (except for payments) shall be resolved by SLIC. If the dispute cannot be resolved, the matter may be referred to an arbitrator. Except the matters provided in para 2.19 here below, all disputes and differences of any kind whatsoever arising out of or in connection with this agreement or the carrying out of the works (whether during the progress of the works or within one year after their

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completion or within one year after the termination or abandonment or breach of the contract) shall be referred by either party for arbitration after giving atleast 30 days notice in writing to the other(s) (hereinafter referred to as the 'Notice for Arbitration') clearly setting out the items of disputes for reference to a Sole Arbitrator to be appointed as hereinafter provided.

For the purpose of appointing the Sole Arbitrator referred to above, SLIC will send to the Vendor within thirty days of the Notice of Arbitration, a panel of three names of persons who shall be presently unconnected with the organization of SLIC and the Vendor.

The Vendor shall on receipt of the names as aforesaid select any one of the persons so named to be appointed as a Sole Arbitrator and communicate his name to SLIC within thirty days of receipt of the names. SLIC shall thereupon without any delay appoint the said person as the Sole Arbitrator. If the Vendor fails to communicate such selection as provided above within the period specified, SLIC shall make the selection without further reference to the Vendor and appoint the selected person as the Sole Arbitrator.

If SLIC fails to send to the Vendor the panel of three names as aforesaid within the period specified, the Vendor shall send to SLIC a panel of three names of persons who shall be unconnected with either party. SLIC shall on receipt of the names as aforesaid select any one of the persons and appoint him as the Sole Arbitrator. If SLIC fails to select the persons named in the panel and informs the Vendor accordingly, the Vendor shall be entitled to appoint any one of the persons from the panel as the Sole Arbitrator and communicate his name to SLIC.

If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another Sole Arbitrator shall be appointed by selecting from remaining persons on the panel by SLIC.

The Sole Arbitrator shall have power to open up, review and revise any certificates, information or decision, requisition or notice and to determine all other matters in dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid. Subject to the aforesaid, the arbitration shall be governed by the Indian Arbitration and Conciliation Act 1996 or such other relevant Acts in force. The Award of the arbitrator shall be final and binding on the Parties. It is hereby agreed that in all disputes referred to Arbitration, the Arbitrator shall give two separate awards in respect of each dispute or differences in accordance with the terms of the tender and give a reasoned Award.

The fees, if any, of the Arbitrators shall, if required to be paid before the Award is made and published, to be paid half by each of the Parties. The cost of the finance of the Award including the fees if any of the Arbitrator shall be directed to be borne and paid by such Party or Parties to the dispute; in such manner or proportion as may be directed by the Arbitrator in the Award.

SLIC and the Vendor hereby also agree that the Arbitrator under this clause shall be a condition precedent to any right to auction under the tender with regard to the matters hereby expressly agreed to be so referred to the Arbitrator.

Securities contained to be rendered notwithstanding any reference or dispute to the arbitration. It is specifically agreed that the vendor shall continue to render the services provided herein with all the diligence, professional skill and tact notwithstanding that any matter, question or dispute has been referred to arbitration.

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2.15 Performance Guarantee

The successful vendor shall submit Performance Guarantee (Schedule 4.3 – Chapter 4) from a Scheduled Bank to the extent of 10% of cost of material supplied. The guarantee will be valid till the expiry of warranty period i.e., 3 years. The supplier guarantees that he shall repair or replace free of cost, equipment, machinery, its parts and components found defective on account of bad workmanship or defective materials or inferior manufacture as mentioned in the warranty and guarantee clauses.

2.16 SLIC does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the Tender, either in whole or in part without assigning any reasons for doing so.

2.17 If any conditions are stipulated, at the time of submission of Tender it will be liable to be summarily rejected.

2.18 The Vendor shall indemnify SLIC against all claims in respect of patent rights, design, trade marks of name or other protected rights in respect of any plant, machine work or material used for or in connection with the works or temporary works and from against all claims, demands proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The Vendor shall defend all actions arising from such claims, before any such infringement and receive their permission to proceed, and shall himself pay all royalties, licence fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereof.

2.19 The Vendor shall take all reasonable steps to avoid or reduce any delay in supply and installation of the equipments as per the conditions of the tender. However, if in the opinion of SLIC, the said works is delayed due to *force majeure* SLIC will make a reasonable extension of time for completion of the said works. The decision of SLIC in this regard shall be final and shall not be questioned in arbitration or other legal proceedings.

2.20 I/We have understood all the abovementioned conditions and they are acceptable to me/us.

Place:

Signature of Vendor

Date:

Name :

Designation:

Seal of the Company/firm:

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Annexure - A

Group - I

Name of the CCB	Sr. No.	Name of PACS
1.Ambala	1	Ghel
	2	Jalbera
	3	Mandhour
	4	Jandli
	5	Barara
	6	Rajouli
	7	Allawalpur
	8	Holi
	9	Ugala
	10	Dera salimpur
	11	Thamber
	12	Adhoya
	13	Mullana
	14	Nahouni
	15	Dheen
	16	Binjalpur
	17	Mohra
	18	Tandwal
	19	Khuda Kalan
	20	Shahpur
	21	Majri
	22	Khojkipur
	23	Babyal
	24	Mithapur
	25	Bihta
	26	Saha
	27	Chourmastpur
	28	Mohra
	29	Chhapra
	30	Jodhpur
	31	Bullana
	32	Sounti

Name of the CCB	Sr. No.	Name of PACS
	33	Bishangarh
	34	Baknour
	35	Nanyola
	36	Naraingarh
	37	Dhamouli
	38	Nabipur
	39	LAHA
	40	Badhouli
	41	Nagawan
	42	Jeoli
	43	Ambli
	44	Patvi
	45	Sahahjadpur
2.Karnal	1	Gharaunda
	2	Thari
	3	Kutail
	4	Jalmana
	5	Biana
	6	Gudha
	7	Barsat
	8	Garhijatan
	9	Popra
	10	Bilona
	11	Moondh
	12	Samora
	13	Sanghowa
	14	Dhakwala
	15	Munak
	16	Kachwa
	17	Ardana
	18	Salwan
	19	Chochara

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Name of the CCB	Sr. No.	Name of PACS
	20	Raipur Roran
	21	Nigdhu
	22	Barthal
	23	Naraina
	24	Ahbala
	25	Unchasamana
	26	Brass
	27	Gheer
	28	Nilokheri
	29	Shyamgarh
	30	Ballah
	31	Shahpur
	32	Kheri Naru
	33	Jundla
	34	Newal
	35	Kohand
	36	Dadlana
	37	Garhi Birbal
	38	Kunjpura
	39	Karnal Hr.
	40	Taraori
	41	Nissing
	42	Asandh
	43	Khandakheri
	44	Arainpura
	45	PabanaHasanpur
	46	Chandsamond
	47	Kalri Jagir
3.K/shetra	1	Amin
	2	Markanda KKR
	3	Kheri Ram Nagar
	4	Mirzapur
	5	Kainthal Khurd
	6	Barna
	7	Kamoda

Name of the CCB	Sr. No.	Name of PACS
	8	Ghararsi
	9	Bhaisi Majra
	10	Dhurala
	11	Kirmach
	12	Jyotisar
	13	Pipli
	14	Kaulapur
	15	Umri
	16	Sirsala
	17	Lohara
	18	Budha
	19	Ladwa
	20	Bakali
	21	Gajlana
	22	Kharkali
	23	Ramsaran Majra
	24	Hamidpur
	25	Deeg
	26	Churani Jattan
	27	Mohanpur
	28	Shahabad
	29	Nagla
	30	Pehowa
	31	Gledwa
	32	Bodhni
	33	Morthali
	34	Saina Saida
	35	Chajjupur
	36	Saraswati Khera
	37	Malikpur
	38	Chanalheri
	39	Borakh
	40	Ishaq
	41	Ramgarh Ror
	42	Rattangarh Kakrali

Chapter 2

Broad Technical parameters of the Computer Equipments

Technical specifications

a) Desktop Computers

Sr. No.	Component	Minimum Specifications
1.	CPU	Intel Core 2 Duo Processor (2.82 GHz or above)
2.	System Memory	2 GB DDR2 (800 FSB) RAM (scalable to 4GB or more)
3.	Mother Board	Intel Express Chipsets (compatible to the chosen processor)
4.	Hard Disk	250 GB or higher SATA 2 (7200 rpm) or above
5.	Media Drive	SATA DVD Writer (4 to 16X) multi layer
6.	Floppy Drive	-
7.	Ethernet (Network)	Integrated 10/100/1000 Mbps Ethernet Controller
8.	Ports	Serial Ports: 1 (option for 2), Parallel Ports: 1 USB ports: atleast 6 (two front and four rear USB Ports) option VGA Port: 1 Audio and Mic Ports
9.	Slots / Bays	PCI slots: 2 , Memory Slots: 4 DIMM Bays: 4 (Front Accessible 5.25" (2), 3.5" (2))
10.	Keyboard	USB / PS/2; Mechanical/Internet/ Membrane/ Bilingual Keyboard
11.	Mouse	USB / PS/2; Scroll / Optical
12.	Cabinet	ATX (Tower Type)
13.	Monitor	TFT color 17"
14.	Display Controller	Integrated Intel Graphics Media Accelerator system
15.	Modem	Internal / External, 56kbps
16.	Warranty	Three years comprehensive (Onsite)
17.	Operating System*	Genuine Windows XP Professional with Recovery CD Media / Pre loaded or Windows 7
18.	Manageability Software	Manageability features like Asset tracking system (BIOS, HDD, Memory, O/s Information, Serial Number, Model and Manufacturer), pre failure alert, etc.
19.	Antivirus	One year license for any of following 1.Bit Defender AV or 2.Norton AV or 3.ESET NoD 32 AV or 4. McAfee AV

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b) Printer Specifications

Feature	Minimum Specification
Print Method	Impact Dot Matrix
Print Head Type	24 Pin
Print Speed	High Speed Draft : 300 cps
	Draft : 200 cps
	Near Letter Quality (NLQ) : 60
Print Width	132/136 Column
Character Set	International Character Set / Regional Character Set
Copy Capability	Original + 2 Copies
Interface	Parallel (Serial / USB Optional)

c) Uninterrupted Power Supply (UPS) System

Power Output : 1 KVA
Battery Backup Time: 30 Minutes.

The UPS must be conforming to the BIS standards and must have the ISI mark.

Chapter 3

Tender evaluation criteria

The Tender will be evaluated strictly on the capability of the vendor to fulfil the contractual obligations, his reputation in the market and his standing in the industry. The various parameters on which the tenders will be evaluated are given below.

a) Eligibility Criteria

1. The vendor should have minimum experience of 3 years in the field of supply of computer hardware and peripherals.
1. The vendor submitting the offers should be a company registered in India (copy of registration to be provided).
2. The vendor should have been making profits during past 3 years (audited balance sheet and profit & loss account for last 3 three years should be submitted).
3. Annual turnover of the vendor should be minimum Rs. 5.00 crore (Rupees Five crore only) from supply of hardware and peripherals during the past three years (details to be provided if not explicitly available from the balance sheets) **each for Group I and Group II. The Financial bid of Group I will be opened first. The financial bid of Group II in respect of Vendor who would be considered for Group I would be opened only if it has additional annual turnover of Rs. 5.00 crore** (Rupees Five crore only) from supply of hardware and peripherals during the past three years ending 31 March 2008 (details to be provided if not explicitly available from the balance sheets).
4. The vendor should have executed atleast two similar orders each of Rs.28 lakhs (for Group I) and Rs. 21 lakhs (for Group II) or above for supply of hardware during the last two years (copies of orders received to be provided). **The Financial bid of Group I will be opened first. The financial bid of Group II in respect of Vendor who would be considered for Group I would be opened only if it has additionally executed** atleast two similar orders each of Rs.21 lakhs or above for supply of hardware during the last two years ending 31 March 2008 (copies of orders received to be provided).
5. The vendor's clientele should include banks, financial institutions, govt. undertakings and other reputed concerns (List of major clients served during last three years to be provided).
6. The vendor should have good reputation in the market (references from at least three clients mentioned above to be provided).
7. The vendor should be OEM having presence in India or channel partners or service providers, authorised distributors, public dealers, resellers of premium brands of the products sought to be purchased.
8. The vendor should have sufficient experience and proper infrastructure to provide requisite after sale on-site service and support. The vendor should be able to repair any hardware within 48 hrs of being informed, failing which, the vendor will have to

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provide alternate arrangement to ensure that there is no break in the Primary Agricultural Credit Societies (PACS) operations

9. The vendor should have expertise on both hardware installation and operating system configuration.

b) Terms and Conditions

1. If the service provided by the Vendor is found to be unsatisfactory or if at any time it is found that the information provided is false, the SLIC reserves the right to cancel the purchase order.
2. The SLIC reserves the right to inspect the facilities available with the Vendor or make such enquiries as it deems necessary to verify the genuineness and to ensure the conformity with the details given in the bid.
3. Vendor will be responsible to ensure that the Tender reaches SLIC on or before the due date and time. Tenders received after the due date and time or incomplete in any respect are liable to be rejected.
4. The SLIC reserves the right to accept or reject any or all the quotation either in part or in full without assigning any reasons thereof.
5. The SLIC will organise a pre-bid meeting on 15.00 hrs on 27 November 2009 at Haryana State Cooperative Apex Bank, Head Office, Sector 17 B, Chandigarh to clarify any doubts and answer any questions that the vendors may have.
6. Canvassing in any form or attempt to influence the decision of SLIC will result in rejection of the Tender.

Name :

Telephone :

Fax :

Email :

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Chapter 4

Proformae of Agreement, Bank Guarantee, etc.

Sr. No.	Schedule No.	Description
1	4.1	Bank Guarantee
2	4.2	Technical Particulars a) Personal Computers b) Dot Matrix Printers c) UPS Systems d) Bill of Materials
3	4.3	Performance Bank Guarantee
4	4.4	Draft Agreement
5	4.5	Proforma of Machine Installation Report

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Schedule 4.1

Proforma of Bank Guarantee in lieu of Earnest Money Deposit

GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT

THIS DEED OF GUARANTEE executed at ----- on this....day of200- by theBank a banking Company constituted under having its Head Office at.....(hereinafter referred to as ‘the surety’, which expression shall unless repugnant to the context or meaning include its successors and assigns)

IN FAVOUR OF

----- (hereinafter referred to as “-----”, which expression shall, unless repugnant to the context or meaning include its successors and assigns).

WHEREAS

- A) ----- has invited quotation for the work “supply, installation and maintenance of the Computer Equipments (hereinafter referred to as “said work”) at ----- on the terms and conditions mentioned in the Tender documents.
- B) M/s. ----- (hereinafter referred to as “our said constituents” which expression shall, unless repugnant to the context or meaning, includes its successors and assignees) intend to submit their quotations for the said work.
- C) It is one of the conditions of the Tender dated _____,that our said constituents shall furnish a Bank Guarantee for a sum of Rs.----- (Rupees ----- only) in lieu of Earnest Money Deposit in cash.
- D) At the request of our said constituents, the ----- has agreed not to insist for the cash Earnest Money Deposits and accept a guarantee from the Surety in lieu thereof as hereinafter contained.

NOW THEREFORE THIS DEED OF GUARANTEE WITNESSETH that in consideration of -----, at our request, agreeing not to insist upon the Earnest Money Deposit in cash and accepting this guarantee in lieu thereof, we the ----- Bank, hereby unconditionally and irrevocably guarantee unto the -----that our said constituents will perform all their duties and functions and discharge all its obligations under the various terms and conditions of the said Tender conditions to the full satisfaction of ----- failing which the Surety shall, on demand by the ----- and without demur, pay to the ----- the sum of Rs.-----/-- (Rupees ----- only) at the office of ----- at -----

(2) The surety hereby further covenants that -

- (i) the surety shall pay to the -----the said sum of Rs.-----/-, on first demand of ----- made in writing by ----- without reference to our said constituents and notwithstanding any dispute or difference that may arise between ----- and our said constituents .
- (ii) That this guarantee shall be a continuing guarantee and shall not be revoked by the surety without prior consent in writing of -----.
- (iii) That the decision of ----- on the breach of any terms and conditions of the said Tender by our said constituents or their failure to perform obligations or

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discharge the duties under the said Tender shall be final and binding on the Surety and shall not be disputed by the Surety either inside or outside Forum such as a court, tribunal, arbitration or other authority.

- (iv) That the notice of demand in writing issued by ----- shall be conclusive proof as regards the amount due and payable to ----- under this guarantee and it shall not be disputed by the surety either inside or outside forum such as a court, tribunal, arbitration other authority.
- (v) That any neglect or forbearance on the part of ----- in enforcing any of the terms and conditions of the said Tender or showing of any indulgence by --- ----- to the our said constituents or any variation in the said Tender made by mutual consent between ----- and our said constituents or any other act or deed on the part of ----- which, but for this clause may have the effect of discharging the surety under the law relating to guarantee shall not discharge the surety from its obligations herein and the surety shall be discharged only by compliance by the Our said constituents of all their obligations, duties under the said Tender.
- (vi) That this guarantee shall not be affected by any infirmity or absence or irregularity in the exercise of the powers by or on behalf of our said constituents or winding up or merger or amalgamation of our said constituents or by change in the constitution or in the name of our said constituents.
- (vii) That it shall not be necessary for ----- to exhaust its remedies against the our said constituents before invoking the guarantee and the guarantee herein contained shall be enforceable against the Surety notwithstanding any other security which ----- may have obtained or may obtain from the our said constituents, may, at the time when this guarantee is invoked be outstanding and unrealized.
- (viii) That the Surety hereby agrees that this guarantee shall be valid and be in force for up to _____ and the Surety hereby agrees to renew this guarantee at the request of ----- in the event of the said work given to our said constituents under the said Tender is not completed.
- (ix) Any claim arising under this guarantee shall be preferred by ----- within a period of 6 months from the aforesaid date of expiry of this guarantee and unless the claim is so preferred against the Surety, the Surety shall stand discharged of all its liabilities hereunder.

IN WITNESS WHEREOF, the within named Surety has caused these presents to be executed on its behalf by the hand of its duly authorised official on the date and at the place first hereinabove written.

Signed, sealed and delivered for
And on behalf of _____
The surety herein by the hand of
Sri _____, its duly authorised official.

Seal & Signature of the Vendor

Schedule 4.2(a)

Technical Particulars of the Computer Equipments
Offered in the Tender

Personal Computers

SN	Component	Specifications
1.	CPU	
2.	System Memory	
3.	Mother Board	
4.	Hard Disk	
5.	Media Drive	
6.	Floppy Drive	
7.	Ethernet (Network)	
8.	Ports	
9.	Slots / Bays	
10	Keyboard	
11	Mouse	
12	Cabinet	
13	Monitor	
14	Display Controller	
15	Modem	
16	Warranty	
	Software	
17	Operating System	
18	Manageability Software	
19	Antivirus	

Schedule 4.2(b)

Technical Particulars of Dot Matrix Printers

Feature	Specification
Print Method	
Print Head Type	
Print Speed	
High Speed Draft	
Draft	
Near Letter Quality	
Print Width	
Character Set	
Copy Capability	
Interface	

Schedule 4.2(c)

Uninterrupted Power Supply (UPS) System

Item	
Power Output	
Battery Backup Time	

BIS certification no.
(Copy of letter from BIS to be attached)

Schedule 4.2(d) - Bill of Materials

Group I

A) Assuming Supply of 1 unit each per PACS

Sr. No.	Item Description	Description	Quantity
1	Personal Computer pre-loaded with OS		
2	Printer		
3	UPS		
	Total		

B) Assuming Supply of 2 PCs and 2 UPS each per PACS

Sr. No.	Item Description	Description	Quantity
1	Personal Computer pre-loaded with OS		
2	Printer (One per PACS)		
3	UPS		
	Total		

(Note: Please give in separate envelopes for Group I and Group II)

Seal & Signature of the Vendor

Schedule 4.3

PERFORMANCE BANK GUARANTEE

----- City

This deed of guarantee made on this _____ day of _____ by (Name of Bank giving guarantee) having its registered office at _____ and amongst all places a branch at (address of bank branch giving guarantee) and wherever the context so requires includes its successors and assigns (hereinafter called the "Surety") for the favour of -----
----- (Name and Address) and wherever the context so requires includes its successors and assigns (hereinafter called the "purchaser").

1. The purchaser has placed an order no. _____ dated _____ (hereinafter called the "Said Order") with (Name of vendor) a Company having its registered office at (Address) and wherever the context so requires includes its successors and assignees (hereinafter called or referred to as "The Supplier").
2. Under the terms of the order, the supplier is required to furnish the purchaser at his own cost a Bank guarantee for an amount of Rs. _____ (Rupees _____) for fulfilling the conditions of delivery in the purchase order towards guarantee against all manufacturing defects for a period upto _____ in lieu of retention of an amount of 10% of the value specified above towards satisfactory fulfilment of the order and rectification of defects if any, noticed during the warranty period of three years from date of satisfactory installation.
3. The Surety at the request of the Supplier who are constituents of surety agreed to issue a Bank guarantee in terms of the said order on behalf of the supplier and the purchaser has agreed that the supplier shall repair or replace free of cost, equipment, machinery, its parts and components found defective on account of bad workmanship or defective materials or inferior manufacture as mentioned in the warranty and guarantee clause of the said order.
4. The Surety binds himself to pay to the purchaser to the extent of Rs. _____ (Rupees _____) in case of failure on the part of the supplier to perform this guarantee provided the purchaser informs the surety in writing to this effect. The surety binds himself to pay the amount immediately pursuant to the said demand notice notwithstanding any dispute that may exist or arise between the purchaser and the supplier or any other person.
5. Notwithstanding anything contained herein above, the liability of the surety in respect of this guarantee is restricted to Rs. (Rupees.....), in case of failure on the part of the supplier to perform this guarantee provided, the purchaser informs the surety in writing to this effect.
6. This guarantee shall remain in force upto.....
7. The guarantee shall not be discharged or released from the guarantee by any arrangement between the Purchaser and the Supplier with or without consent of the Surety or by any alteration in the Obligations of the Parties or by any indulgence, forbearance whether as to payment, time, performance or otherwise.

Seal & Signature of the Vendor

8. This guarantee shall not be affected by any change in the constitution of the supplier by absorption with any other body or corporation or any other and this guarantee will be available to or enforceable by such body or corporation.
9. Unless a claim under this guarantee is made by the purchaser against the bank on or before _____ (**6 months after end of warranty period**) all the rights of the purchaser under this guarantee shall be forfeited and the bank shall be relieved and discharged from all liability under this guarantee.
10. And this bank guarantee after _____ shall cease to exist if there is no claim on or before _____ (**6 months after end of warranty period**).

Notwithstanding anything contained herein above, the liability under this guarantee is restricted to an amount not exceeding Rs. _____ (Rupees _____) and the guarantee shall remain in full force and effect until..... Unless action to enforce the claim is filed on or before _____ (**6 months after end of warranty period**) all rights under the said guarantee shall be forfeited and Bank shall be relieved and discharged from all liabilities there under.

DATED AT ----- THIS DAY OF

Seal & Signature of the Vendor

Schedule 4.4

Draft Articles of Agreement

ARTICLES OF AGREEMENT made the _____ day of

Between the -----having its Office at -----
(hereinafter called the "the purchaser") of the one part and

(Hereinafter called "the Vendor") of the other part.

WHEREAS the purchaser is desirous of purchasing the computer equipments and has caused specifications describing the items to be purchased AND WHEREAS the Vendor has agreed to execute upon and subject to the conditions set forth in the Commercial terms, technical specifications, Schedule of quantities and Conditions of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the works described in the said Specification and included in the Schedule of Quantities at the respective rates therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable thereunder (hereinafter referred to as "the said Contract Amount").

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the Vendor shall upon and subject to the said Conditions execute, deliver and install the equipments described in the said Specifications and the Schedule of Quantities.
2. The Purchaser shall pay the Vendor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
3. The said Conditions shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.
4. The agreement and documents mentioned herein shall form the basis of the Contract.
5. This Contract is neither a Fixed Lumpsum Contract nor a Piece Work Contract but is a Contract to carry out the work in respect of the entire supply and installation of the equipments to be paid for according to the rates contained in the Schedule of Rates as provided in the said Conditions.
6. The ----- reserves to itself the right of altering the nature of the work by adding to or omitting any items of work or having portions of the same carried out by others without prejudice to this Contract.
7. Time shall be considered as the essence of this Contract and the Vendor hereby agrees to complete the supply and installation of the computer equipments within one month from the date of issue of formal purchase order as provided for in the said conditions subject nevertheless to force-majure condition and the extension of time granted by the -----.
8. All payments by the ----- under this contract will be made only at -----.

Seal & Signature of the Vendor

9. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at ----- and only Courts in ----- shall have jurisdiction to determine the same.

10. That the several parts of this Contract have been read by the Vendor and fully understood by the Vendor.

Signature of Vendor

Date

Seal & Signature of the Vendor

Schedule 4.5

Group I **District :** _____ **PACS Sr.No:** _____
Machine Installation Report

Desktop Computer System

Name and address of PACS where the Computer equipments are installed :
Date of Installation :

SN	Component	Specifications
	Make / Model	
1.	CPU	
2.	System Memory	
3.	Mother Board	
4.	Hard Disk	
5.	Media Drive	
6.	Floppy Drive	
7.	Ethernet (Network)	
8.	Ports	
9.	Slots / Bays	
10.	Keyboard	
11.	Mouse	
12.	Cabinet	
13.	Monitor	
14.	Display Controller	
15.	Modem	
16.	Warranty	
	Software	
17.	Operating System	
18.	Other Software	
19.	Antivirus	
.	Printer (Model / Spec.)	
.	UPS (Model /Spec.)	
Installed By: Name of the Engineer: Designation: Date: Name of the Agency/Address:		Verified By: Name of In-charge at PACS: Designation: Date: Office Name/Address: Certificate: The above material is received in good condition and DLIC has confirmed the same in its meeting held on Managing Director,CCB

Seal & Signature of the Vendor

Group I

ANNEXURE – I - Format for submission of Quotation – Technical Details

Please ensure that your response clearly answers all the questions. If you use additional schedules or documentation to support your response, make sure that they are clearly cross-referenced to the relevant question.

I. Basic Information Of Company

Particulars	Response
1. Registered name	
2. Name and Designation of the authorized official responding to this request	
3. Contact telephone, fax number and E-mail address	
4. Registration number with date of registration	
5. Registered Office (address)	
6. Legal form of organisation	
7. Name and address of Parent company, if any	
8. Brief description of the organization including date of incorporation, list of major business areas and divisions, list of products and services provided, key milestones in it's development (not more than one A4 size sheet)	
9 A brief account of hardware supplied	
10. Financial: (i) Turnover: (ii) Profit: (iii) copies of audited financial statements viz. Balance sheet & Profit & Loss A/c. for the last two years to be enclosed	<u>07-08</u> <u>06-07</u> <u>05-06</u> (Rs.) (Rs.)
11. Geographical spread in India: (i) no. of offices (ii) No. of districts covered by these offices * attach a list of IT trained staff on rolls with the vendor as on March 2008	<u>no.</u> <u>total</u> <u>staff</u> *
12. Names of DCCBs other than the present bid for which similar bids have been made / proposed to be made.	-
13. Name and level of certified international quality standards obtained by the Company; if any (enclose copy of certificate)	

Seal & Signature of the Vendor

II. Project Experience and Client Information:

Particulars	Response
Number and list of similar orders (Above Rs. 21 lakhs) handled in India (Please attach photocopies)	Details of client and amount of contract 1. 2. 3.
For the above projects indicated, please supply the following details for reference purposes;- a)Organisation, b>Contact Person & Designation, c) Telephone number, fax, and email.	
Names of major clients served including banks, financial institutions, Govt. Undertakings and other reputed concerns served during last 3 years (Please attach list of clients)	
Details of OEM	
Details of experience and infrastructure relating to after sale on-site service and support, with particular reference to Haryana State	
Details of expertise in hardware installation and operating system configuration	

End of Part I

Seal & Signature of the Vendor

Group I

PART II

**Competitive Tender Bidding
for
Supply, Installation and Maintenance of PCs, Printers and UPS Systems For 186
Primary Agricultural Credit Societies (PACs) in Ambala, Kurukshetra, Karnal and
Yamunanagar districts of the state of Haryana**

FINANCIAL QUOTE

Issued to :

Name of the Vendor

Number of Pages: to

Due Date for submission: 15.00 hrs on 8 December 2009

Seal & Signature of the Vendor

PERSONAL COMPUTERS

Please indicate as per the Table given below:

A) Assuming 1 unit per PACS

Sr No	Item	Description	Rate* (Rs.)	Quantity	Amount* (Rs.)
1	Personal Computer with pre-loaded Operating System				
2	Printer				
3	UPS				
	Total				

B) Assuming 2 PCs and 2 UPS per PACS

Sr No	Item	Description	Rate* (Rs.)	Quantity	Amount* (Rs.)
1	Personal Computer with pre-loaded Operating System				
2	Printer (One per PACS)				
3	UPS				
	Total				

* The Rate and Amount are inclusive of all taxes/duties as required under para 2.5 of Part I

End of Part II

Seal & Signature of the Vendor

**STATE LEVEL IMPLEMENTING AND
MONITORING COMMITTEE,
HARYANA STATE**

GROUP II

PART – I

**Competitive Tender Bidding
for
Supply, Installation and Maintenance of
PCs, Printers and UPS Systems
for
139 Primary Agricultural Credit Societies (PACS) in 5 districts
of the state of Haryana**

Commercial Terms and Technical Specifications

Date of Issue:

Issued to:

Number of Pages: to

Due Date for submission : **15.00 hrs on 8 December 2009**

Seal & Signature of the Vendor

Supply, Installation and Maintenance of PCs, Printers and UPS Systems for 325 Primary Agricultural Credit Societies (PACS) 9 CCBs of the state of Haryana in 2 groups of 186 and 139 PACS

Haryana State Cooperative Apex Bank, Chandigarh is inviting this Tender on behalf of State level Implementing and Monitoring Committee (SLIC) constituted for implementation of Revival Package for Short-Term Cooperative Credit Structure in Haryana. Under the said revival package, it is proposed to procure 325 computer units each comprising one Personal Computer (PC), one dotmatrix Printer and a UPS system (hereafter called as Computer Equipments), for 325 Primary Agricultural Credit Societies (PACS) as provided in the Annexures to this document. **The hardware is to be deployed in 186 PACS in 4 districts viz. Ambala, Karnal, Kurukshetra and Yamunanagar (Group I) and 139 PACS in 5 districts viz. Bhiwani, Mahendragarh, Rewari, Rohtak and Sirsa districts (Group II) in the State of Haryana.** The district-wise list of 139 PACS in Group II is given in Annexure B. In case the number of actual installations exceeds this number, the average price, which works out on the basis of this bid will be paid for the additional units also under the same terms and conditions. The vendor will be under obligation to supply such extra number of units to the PACS so identified in the CCBs covered by this tender.

The vendors may also give financial bid assuming that 2 Personal Computers alongwith 2 UPS will be supplied to each PACS in both groups. Final decision regarding supplying 2 PCs and 2 UPS to each PACS would however be taken by SLIC subsequently.

The Tender document is organised as under.

Group II

Part I

- General Commercial terms and conditions
- Broad Technical Parameters of the Computer Equipment
- Tender Evaluation Criteria
- Proforma of Agreement, Bank guarantee, etc.
- Check List

Part II

- Financial Quote

The quotation for the work should be submitted in two parts (Technical and Financial) in separate sealed envelopes.

The quotation for the work should be submitted group-wise i.e. separately for Group I and Group II.

Seal & Signature of the Vendor

GROUP II

PART I

Chapter	Description
1	General Commercial Terms and Conditions
2	Broad Technical parameters of the Computer Equipments
3	Quotation evaluation criteria
4	Proformae of Agreement, Bank Guarantee, etc.

Seal & Signature of the Vendor

PART I

Chapter 1

General Commercial Terms and Conditions

1.0 Scope of Work

(i) to supply and install one unit of computer equipment (comprising one PC, one dot matrix printer and one UPS, each conforming to the specifications provided in Chapter 2 of the tender document) **in each PACS** covered by this tender, and (ii) maintenance of the equipment supplied during the warranty period of three years from the date of installation of each equipment at the cost of the Vendor

2.0 Mode of submission of Tender

(a) The sealed Tender in two parts shall be addressed to the Managing Director, Haryana State Cooperative Bank, Head Office, Sector 17 B, Chandigarh. Each envelop should be superscribed "**Tender for Supply of Computer Equipments for use in 325 Primary Agricultural Credit Societies comprising of 139 PACS in 5 districts viz. Bhiwani, Mahendragarh, Rewari, Rohtak and Sirsa districts (Group II) in the State of Haryana.-Part I (Technical Bid)**" and "**Tender for Supply of Computer Equipments for use in 325 Primary Agricultural Credit Societies comprising of 139 PACS in 5 districts viz. Bhiwani, Mahendragarh, Rewari, Rohtak and Sirsa districts (Group II) in the State of Haryana.-Part II (Financial Bid)**" sent so as to reach the Managing Director, Haryana State Cooperative Apex Bank Ltd, Head Office, Sector 17 B, Chandigarh not later than 15.00 hrs on 8 December 2009 as indicated in the letter of invitation to 'Competitive Tender Bidding'. **The vendor can bid for either Group I or Group II or both. However, the vendor desirous of submitting the bids for both the groups must submit the bids separately for each group.**

b) The tender shall be submitted **in duplicate** and the Vendor should clearly indicate on each copy of the Tender under their full signature whether it is the original or duplicate copy.

(c) No Tender will be received after due date and time as indicated in the letter of invitation to Tender, under any circumstances, whatsoever.

(d) The Tender should be submitted in two envelopes as described hereafter. **Vendors bidding for both groups, however, must submit separate group-wise bids.** Both envelopes shall be superscripted as in para (a) and (b) above. Each envelope should also bear the envelope number clearly and prominently.

(d1) Sealed envelope No.1 for Group I or Group II shall contain the following:

- (i) Earnest Money Deposit as specified herein under.
- (ii) Part - I of the Tender document
- (iii) Vendor's letter giving technical clarifications, if any.
- (iv) Any other information called for in the tender documents or which the Vendor would like to submit along with his Tender.
- (v) **A specific letter to the effect that no changes have been made in the terms and conditions of this tender document**
- (vi) **A specific letter that I/we have understood all the conditions and they are acceptable to me/us.**

Seal & Signature of the Vendor

(d2) It should be specifically noted that the contents of envelope No.1 **must not reveal rates** of any item or the total Tender amount quoted by the Vendor.

(d3) Sealed envelope No.2 shall contain only the Part - II of Tender document.

2.1 Opening of Tender

Envelop No.1 of the Tender will be opened at **16.00 hours on 8 December 2009** at Haryana State Cooperative Apex Bank, Head Office, SCO 78-80, Sector 17 B, Chandigarh in the presence of Vendors or their representatives (maximum 2 persons representing any vendor), should they choose to remain present.

2.2 Validity period for the quotation:

(a) Tender shall remain open to acceptance by SLIC for a period of three months from the date of opening of Envelop No. 2 of the Tender. The period may be extended by mutual agreement and the Vendor shall not cancel or withdraw the Tender during this period.

(b) The Vendor must use only the formats prescribed in Tender. A specific letter to the effect that no changes have been made in the terms and conditions of this tender document should be submitted in Envelope No.1.

(c) The Tender must be filled in English and all entries must be made by hand and written in ink. If any of the documents is missing or unsigned, the Tender will be considered invalid and rejected by SLIC at its discretion.

(d) All erasures and alterations made while filling the Tender must be attested by initials of the Vendor. Overwriting of any kind is not permitted. Failure to comply with either of these conditions will render the Tender invalid at SLIC's discretion. No advice of any change in rate or conditions after the opening of the Tender will be entertained.

2.3 Each page of the Tender document should be signed by the person or persons submitting the Tender in token of Vendor having acquainted himself with the General Conditions of Contract, Specifications, and Special Conditions etc. as laid down.

2.4 **Earnest Money Deposit (EMD):** The Vendor shall deposit Earnest Money of Rs. 10 lakh in case the bid is for both groups. However, the EMD would be **Rs. 4.3 lakh for Group II**. The EMD should be in the form of Bank Draft drawn in favour of Haryana State Cooperative Apex Bank Ltd, Head Office, Sector 17 B, Chandigarh or in the form of a Bank Guarantee as per Schedule 4.1 of Chapter 4 in favour of Haryana State Cooperative Bank, Head Office, Sector 17 B, Chandigarh. No Tender shall be considered unless the Earnest Money is so deposited. No interest shall be paid on this Earnest Money deposit. The Earnest Money of an unsuccessful Vendor will be refunded, without any interest, soon after the decision to award the work is taken. The Earnest Money Deposit shall stand absolutely forfeited if the Vendor revokes his tender at any time during the period when he is required to keep his tender open for acceptance by SLIC, or if, after the tender is accepted, the Vendor fails to enter into a formal agreement/or if he fails to pay the security deposit as stipulated. The EMD of the successful Vendor will be refunded after the vendor submits the Performance Bank Guarantee from a scheduled Bank as stipulated in para 2.15 below.

2.5 The rates quoted shall be inclusive of all taxes and duties and shall be firm and not be subjected to variations in exchange rate and/or taxes/duties.

Seal & Signature of the Vendor

2.6 Warranty Period: On successful installation of the Computer Equipment, the Vendor shall warrant the availability and functioning of the equipment **for a period of three years**. During this warranty period, the on-site maintenance services for trouble shooting of hardware and related system software problems and replacement of parts will be carried out at the cost of Vendor.

2.7 In the event of its being necessary to import any materials of foreign manufacture, the Vendor should obtain the same against his own normal licence quota and should not look to SLIC for any assistance whatsoever for their procurement.

2.8 Product details: The quotation shall be accompanied by product literature giving complete technical and other details for all products quoted. The technical details of products and Bill of Materials shall be furnished as per Schedule 4.2 in Chapter 4.

2.9 Quality Assurance: The products quoted and to be supplied shall be guaranteed by the Vendor against all types of defects for at least a period of **three years from the date of Installation of the Computer Equipment**. Any defects in the system found within the warranty period shall be rectified/replaced/troubleshooted at the cost of the vendor.

2.10 Terms of Payment: The following terms of payment will be followed for the supply and installation of the Computer Equipments:

- (a) 90% of the cost of equipment supplied against delivery and successful installation of the same for any lot of 50 or more installations. No payment will be made for part shipment of the equipment.
- (b) **Payments will be made only on production of Machine Installation Reports by the Vendor vetted by the respective District Level Monitoring and Implementation Committee (DLIC), set-up under the revival package at the district level.** (Schedule 4.5 in Chapter 4).
- (c) Payment will be made directly by NABARD on the basis of recommendation of the DLICs and SLIC
- (d) 10% of the cost of material supplied and other balance amount, if any, against Performance Bank Guarantee from a Scheduled bank (Schedule 4.3 in Chapter 4).

2.11 Timely completion: The equipments shall be supplied and installed within **one month** from the date of receipt of letter of award of work failing which liquidated damages at the rate of 0.5% of the total cost of equipments per week of delay beyond the stipulated period, subject to a maximum of 5% of the cost of equipments will be levied.

2.12 Agreement: The successful Vendor shall execute an agreement with SLIC on stamp paper of appropriate value within **fourteen days of receipt of letter of award of work**. **However, the issue of purchase order by SLIC shall be construed as a binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract.**

2.13 Confidentiality: The details of the proposed purchases (which will comprise of the equipments to be supplied) shall be treated as confidential information between SLIC and Vendor. Any such information shall not be passed on in part or in full to any third party without SLIC's prior written approval.

2.14 Settlement of disputes by Arbitration: All disputes (except for payments) shall be resolved by SLIC. If the dispute cannot be resolved, the matter may be referred to an

Seal & Signature of the Vendor

arbitrator. Except the matters provided in para 2.19 here below, all disputes and differences of any kind whatsoever arising out of or in connection with this agreement or the carrying out of the works (whether during the progress of the works or within one year after their completion or within one year after the termination or abandonment or breach of the contract) shall be referred by either party for arbitration after giving at least 30 days notice in writing to the other(s) (hereinafter referred to as the 'Notice for Arbitration') clearly setting out the items of disputes for reference to a Sole Arbitrator to be appointed as hereinafter provided.

For the purpose of appointing the Sole Arbitrator referred to above, SLIC will send to the Vendor within thirty days of the Notice of Arbitration, a panel of three names of persons who shall be presently unconnected with the organization of SLIC and the Vendor.

The Vendor shall on receipt of the names as aforesaid select any one of the persons so named to be appointed as a Sole Arbitrator and communicate his name to SLIC within thirty days of receipt of the names. SLIC shall thereupon without any delay appoint the said person as the Sole Arbitrator. If the Vendor fails to communicate such selection as provided above within the period specified, SLIC shall make the selection without further reference to the Vendor and appoint the selected person as the Sole Arbitrator.

If SLIC fails to send to the Vendor the panel of three names as aforesaid within the period specified, the Vendor shall send to SLIC a panel of three names of persons who shall be unconnected with either party. SLIC shall on receipt of the names as aforesaid select any one of the persons and appoint him as the Sole Arbitrator. If SLIC fails to select the persons named in the panel and informs the Vendor accordingly, the Vendor shall be entitled to appoint any one of the persons from the panel as the Sole Arbitrator and communicate his name to SLIC.

If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another Sole Arbitrator shall be appointed by selecting from remaining persons on the panel by SLIC.

The Sole Arbitrator shall have power to open up, review and revise any certificates, information or decision, requisition or notice and to determine all other matters in dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid. Subject to the aforesaid, the arbitration shall be governed by the Indian Arbitration and Conciliation Act 1996 or such other relevant Acts in force. The Award of the arbitrator shall be final and binding on the Parties. It is hereby agreed that in all disputes referred to Arbitration, the Arbitrator shall give two separate awards in respect of each dispute or differences in accordance with the terms of the tender and give a reasoned Award.

The fees, if any, of the Arbitrators shall, if required to be paid before the Award is made and published, to be paid half by each of the Parties. The cost of the finance of the Award including the fees if any of the Arbitrator shall be directed to be borne and paid by such Party or Parties to the dispute; in such manner or proportion as may be directed by the Arbitrator in the Award.

SLIC and the Vendor hereby also agree that the Arbitrator under this clause shall be a condition precedent to any right to auction under the tender with regard to the matters hereby expressly agreed to be so referred to the Arbitrator.

Securities contained to be rendered notwithstanding any reference or dispute to the arbitration. It is specifically agreed that the vendor shall continue to render the services

Seal & Signature of the Vendor

provided herein with all the diligence, professional skill and tact notwithstanding that any matter, question or dispute has been referred to arbitration.

2.15 Performance Guarantee

The successful vendor shall submit Performance Guarantee (Schedule 4.3 – Chapter 4) from a Scheduled Bank to the extent of 10% of cost of material supplied. The guarantee will be valid till the expiry of warranty period i.e., 3 years. The supplier guarantees that he shall repair or replace free of cost, equipment, machinery, its parts and components found defective on account of bad workmanship or defective materials or inferior manufacture as mentioned in the warranty and guarantee clauses.

2.16 SLIC does not bind itself to accept the lowest or any Tender and reserves to itself the right to accept or reject any or all the Tender, either in whole or in part without assigning any reasons for doing so.

2.17 If any conditions are stipulated, at the time of submission of Tender it will be liable to be summarily rejected.

2.18 The Vendor shall indemnify SLIC against all claims in respect of patent rights, design, trademarks of name or other protected rights in respect of any plant, machine work or material used for or in connection with the works or temporary works and from against all claims, demands proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The Vendor shall defend all actions arising from such claims, before any such infringement and receive their permission to proceed, and shall himself pay all royalties, licence fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereof.

2.19 The Vendor shall take all reasonable steps to avoid or reduce any delay in supply and installation of the equipments as per the conditions of the tender. However, if in the opinion of SLIC, the said works is delayed due to *force majeure* SLIC will make a reasonable extension of time for completion of the said works. The decision of SLIC in this regard shall be final and shall not be questioned in arbitration or other legal proceedings.

2.20 I/We have understood all the above mentioned conditions and they are acceptable to me/us.

Place:

Date:

Signature of Vendor

Name:

Designation:

Seal of the Company/firm:

Seal & Signature of the Vendor

Annexure - B

Group II

Name of the CCB	Sr. No.	Name of PACS
1.Sirsa	1	Aboobshahar
	2	Alikan
	3	AmritsarNawan
	4	Bani
	5	Bansudhar
	6	Baragudha
	7	Bijjuwali
	8	Chautala
	9	Dawali village
	10	Damdama
	11	Desu Jodha
	12	Dharampur
	13	Ding
	14	Ellenabad
	15	Goriwala
	16	Jamal
	17	Kagdana
	18	Kalanwali
	19	Keharwala
	20	Kharia
	21	Khokhar
	22	Kurangawali
	23	Mallekan
	24	Madhausighana
	25	Nathusari Kalan
	26	Odhan
	27	Ottu
	28	Paniari
	29	Panniwala Mota
	30	Panjuana
	31	Rania
	32	Rori

Name of the CCB	Sr. No.	Name of PACS
	33	Rupawas
	34	Shahpur Begu
	35	Santnagar
	36	Suchan
2.Bhiwani	1	Dinod
	2	Bawani Khera
	3	Miran
	4	Jamalpur
	5	Milakpur
	6	Jui
	7	Biran
	8	Tosham
	9	Patoudi
	10	Siwani
	11	Bidhwan
	12	Obra
	13	Chang
	14	Bhiwani
	15	Kalinga
	16	Manheru
	17	Kungar
	18	Mundhal
	19	Bhageswari
	20	Ranila
	21	Badhra
	22	Dhigawa
	23	Berla
	24	Kadma
	25	Kari Dharni
	26	Bond KALAN
	27	Dadri
	28	Rawaldhi

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Name of the CCB	Sr. No.	Name of PACS
	29	Chhappar
	30	Atela
	31	Palri
	32	Jhoju KALAN
	33	Dadibana
	34	Misri
	35	Morwala
3.M/Garh	1	Akoda
	2	Khatodra
	3	Dongra Ahir
	4	Bawania
	5	M/Garh
	6	Satnali
	7	Bhojawas(K)
	8	Sehlang
	9	Kanina
	10	Gudha
	11	Nasibpur
	12	Nangal Dargu
	13	Nijampur
	14	Khatotikalan
	15	Nangal Ch.
	16	Bhojawas(N)
	17	Narnaul
	18	M/Bachood
	19	Sihma
	20	AteliMandi
	21	Balahkalan
4.Rewari	1	Mandhiya (K)
	2	Jharoda
	3	Bawal
	4	Musepur
	5	Guryani
	6	Nangli P.Pur
	7	Kakoria

Name of the CCB	Sr. No.	Name of PACS
	8	Dharuhera
	9	Palhawas
	10	Mundi
	11	Bolni
	12	Motla Kalan
	13	Jonawas
	14	Manethi
	15	Sangwari
	16	Kosli
	17	Dahina
	18	Rewari
	19	Nahar
	20	Sulkha
	21	Gumina
	22	Tatarpur
	23	Bhagwanpur
	24	Khori
	25	Saharanwas
5.Rohtak	1	BahuAkbharpur
	2	Kalanaur
	3	Kahnaur
	4	Jassia
	5	Assan
	6	Basantpur
	7	Bhali Anandpur
	8	Ballab
	9	Meham
	10	Chandi
	11	Lakhan Majra
	12	Kheri Meham
	13	Kiloi
	14	Behalba
	15	Madina
	16	Kharwar
	17	Sampla

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Name of the CCB	Sr. No.	Name of PACS
	18	Ismaila
	19	Khidwali
	20	Rohtak
	21	Bhalaut
	22	Seman

Seal & Signature of the Vendor

Chapter 2

Broad Technical parameters of the Computer Equipments

Technical specifications

a) Desktop Computers

Sr. No.	Component	Minimum Specifications
1.	CPU	Intel Core 2 Duo Processor (2.82 GHz or above)
2.	System Memory	2 GB DDR2 (800 FSB) RAM (scalable to 4GB or more)
3.	Mother Board	Intel Express Chipsets (compatible to the chosen processor)
4.	Hard Disk	250 GB or higher SATA 2 (7200 rpm) or above
5.	Media Drive	SATA DVD Writer (4 to 16X) multi layer
6.	Floppy Drive	-
7.	Ethernet (Network)	Integrated 10/100/1000 Mbps Ethernet Controller
8.	Ports	Serial Ports: 1 (option for 2), Parallel Ports: 1 USB ports: atleast 6 (two front and four rear USB Ports) option VGA Port: 1 Audio and Mic Ports
9.	Slots / Bays	PCI slots: 2 , Memory Slots: 4 DIMM Bays: 4 (Front Accessible 5.25" (2), 3.5" (2))
10.	Keyboard	USB / PS/2; Mechanical/Internet/ Membrane/ Bilingual Keyboard
11.	Mouse	USB / PS/2; Scroll / Optical
12.	Cabinet	ATX (Tower Type)
13.	Monitor	TFT color 17"
14.	Display Controller	Integrated Intel Graphics Media Accelerator system
15.	Modem	Internal / External, 56kbps
16.	Warranty	Three years comprehensive (Onsite)
17.	Operating System*	Genuine Windows XP Professional with Recovery CD Media / Pre loaded or Windows 7
18.	Manageability Software	Manageability features like Asset tracking system (BIOS, HDD, Memory, O/s Information, Serial Number, Model and Manufacturer), pre failure alert, etc.
19.	Antivirus	One year license for any of following 1.Bit Defender AV or 2.Norton AV or 3.ESET NoD 32 AV or 4. McAfee AV

b) Printer Specifications

Feature	Minimum Specification
Print Method	Impact Dot Matrix
Print Head Type	24 Pin
Print Speed	High Speed Draft : 300 cps
	Draft : 200 cps
	Near Letter Quality (NLQ) : 60
Print Width	132/136 Column
Character Set	International Character Set / Regional Character Set
Copy Capability	Original + 2 Copies
Interface	Parallel (Serial / USB Optional)

c) Uninterrupted Power Supply (UPS) System

Power Output : 1 KVA
Battery Backup Time: 30 Minutes.

The UPS must be conforming to the BIS standards and must have the ISI mark.

Chapter 3

Tender evaluation criteria

The Tender will be evaluated strictly on the capability of the vendor to fulfil the contractual obligations, his reputation in the market and his standing in the industry. The various parameters on which the tenders will be evaluated are given below.

a) Eligibility Criteria

1. The vendor should have minimum experience of 3 years in the field of supply of computer hardware and peripherals.
10. The vendor submitting the offers should be a company registered in India (copy of registration to be provided).
11. The vendor should have been making profits during past 3 years (audited balance sheet and profit & loss account for last 3 three years should be submitted).
12. Annual turnover of the vendor should be minimum Rs. 5.00 crore (Rupees Five crore only) from supply of hardware and peripherals during the past three years (details to be provided if not explicitly available from the balance sheets) **each for Group I and Group II. The Financial bid of Group I will be opened first. The financial bid of Group II in respect of Vendor who would be considered for Group I would be opened only if it has additional annual turnover of Rs. 5.00 crore** (Rupees Five crore only) from supply of hardware and peripherals during the past three years ending 31 March 2008 (details to be provided if not explicitly available from the balance sheets).
13. The vendor should have executed atleast two similar orders each of Rs.28 lakhs (for Group I) and Rs. 21 lakhs (for Group II) or above for supply of hardware during the last two years (copies of orders received to be provided). **The Financial bid of Group I will be opened first. The financial bid of Group II in respect of Vendor who would be considered for Group I would be opened only if it has additionally executed** atleast two similar orders each of Rs.21 lakhs or above for supply of hardware during the last two years ending 31 March 2008 (copies of orders received to be provided).
14. The vendor's clientele should include banks, financial institutions, govt. undertakings and other reputed concerns (List of major clients served during last three years to be provided).
15. The vendor should have good reputation in the market (references from at least three clients mentioned above to be provided).
16. The vendor should be OEM having presence in India or channel partners or service providers, authorised distributors, public dealers, resellers of premium brands of the products sought to be purchased.
17. The vendor should have sufficient experience and proper infrastructure to provide requisite after sale on-site service and support. The vendor should be able to repair any hardware within 48 hrs of being informed, failing which, the vendor will have to

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provide alternate arrangement to ensure that there is no break in the Primary Agricultural Credit Societies (PACS) operations

18. The vendor should have expertise on both hardware installation and operating system configuration.

b) Terms and Conditions

1. If the service provided by the Vendor is found to be unsatisfactory or if at any time it is found that the information provided is false, the SLIC reserves the right to cancel the purchase order.

2. The SLIC reserves the right to inspect the facilities available with the Vendor or make such enquiries as it deems necessary to verify the genuineness and to ensure the conformity with the details given in the bid.

3. Vendor will be responsible to ensure that the Tender reaches SLIC on or before the due date and time. Tenders received after the due date and time or incomplete in any respect are liable to be rejected.

6. The SLIC reserves the right to accept or reject any or all the quotation either in part or in full without assigning any reasons thereof.

7. The SLIC will organise a pre-bid meeting on 15.00 hrs on 27 November 2009 at Haryana State Cooperative Apex Bank, Head Office, Sector 17 B, Chandigarh to clarify any doubts and answer any questions that the vendors may have.

6. Canvassing in any form or attempt to influence the decision of SLIC will result in rejection of the Tender.

Name :

Telephone :

Fax :

Email :

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Chapter 4

Proformae of Agreement, Bank Guarantee, etc.

Sr. No.	Schedule No.	Description
1	4.1	Bank Guarantee
2	4.2	Technical Particulars a) Personal Computers b) Dot Matrix Printers c) UPS Systems d) Bill of Materials
3	4.3	Performance Bank Guarantee
4	4.4	Draft Agreement
5	4.5	Proforma of Machine Installation Report

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Schedule 4.1

Proforma of Bank Guarantee in lieu of Earnest Money Deposit

GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT

THIS DEED OF GUARANTEE executed at ----- on this....day of200- by theBank a banking Company constituted under having its Head Office at.....(hereinafter referred to as ‘the surety’, which expression shall unless repugnant to the context or meaning include its successors and assigns)

IN FAVOUR OF

----- (hereinafter referred to as “-----”, which expression shall, unless repugnant to the context or meaning include its successors and assigns).

WHEREAS

- A) ----- has invited quotation for the work “supply, installation and maintenance of the Computer Equipments (hereinafter referred to as “said work”) at ----- on the terms and conditions mentioned in the Tender documents.
- B) M/s. ----- (hereinafter referred to as “our said constituents” which expression shall, unless repugnant to the context or meaning, includes its successors and assignees) intend to submit their quotations for the said work.
- C) It is one of the conditions of the Tender dated _____,that our said constituents shall furnish a Bank Guarantee for a sum of Rs.----- (Rupees ----- only) in lieu of Earnest Money Deposit in cash.
- D) At the request of our said constituents, the ----- has agreed not to insist for the cash Earnest Money Deposits and accept a guarantee from the Surety in lieu thereof as hereinafter contained.

NOW THEREFORE THIS DEED OF GUARANTEE WITNESSETH that in consideration of -----, at our request, agreeing not to insist upon the Earnest Money Deposit in cash and accepting this guarantee in lieu thereof, we the ----- Bank, hereby unconditionally and irrevocably guarantee unto the -----that our said constituents will perform all their duties and functions and discharge all its obligations under the various terms and conditions of the said Tender conditions to the full satisfaction of ----- failing which the Surety shall, on demand by the ----- and without demur, pay to the ----- the sum of Rs.-----/-- (Rupees ----- only) at the office of ----- at -----

(2) The surety hereby further covenants that -

- (i) the surety shall pay to the -----the said sum of Rs.-----/-, on first demand of ----- made in writing by ----- without reference to our said constituents and notwithstanding any dispute or difference that may arise between ----- and our said constituents .
- (ii) That this guarantee shall be a continuing guarantee and shall not be revoked by the surety without prior consent in writing of -----.
- (iii) That the decision of ----- on the breach of any terms and conditions of the said Tender by our said constituents or their failure to perform obligations or

Seal & Signature of the Vendor

discharge the duties under the said Tender shall be final and binding on the Surety and shall not be disputed by the Surety either inside or outside Forum such as a court, tribunal, arbitration or other authority.

- (iv) That the notice of demand in writing issued by ----- shall be conclusive proof as regards the amount due and payable to ----- under this guarantee and it shall not be disputed by the surety either inside or outside forum such as a court, tribunal, arbitration other authority.
- (v) That any neglect or forbearance on the part of ----- in enforcing any of the terms and conditions of the said Tender or showing of any indulgence by --- ----- to the our said constituents or any variation in the said Tender made by mutual consent between ----- and our said constituents or any other act or deed on the part of ----- which, but for this clause may have the effect of discharging the surety under the law relating to guarantee shall not discharge the surety from its obligations herein and the surety shall be discharged only by compliance by the Our said constituents of all their obligations, duties under the said Tender.
- (vi) That this guarantee shall not be affected by any infirmity or absence or irregularity in the exercise of the powers by or on behalf of our said constituents or winding up or merger or amalgamation of our said constituents or by change in the constitution or in the name of our said constituents.
- (vii) That it shall not be necessary for ----- to exhaust its remedies against the our said constituents before invoking the guarantee and the guarantee herein contained shall be enforceable against the Surety notwithstanding any other security which ----- may have obtained or may obtain from the our said constituents, may, at the time when this guarantee is invoked be outstanding and unrealized.
- (viii) That the Surety hereby agrees that this guarantee shall be valid and be in force for up to _____ and the Surety hereby agrees to renew this guarantee at the request of ----- in the event of the said work given to our said constituents under the said Tender is not completed.
- (ix) Any claim arising under this guarantee shall be preferred by ----- within a period of 6 months from the aforesaid date of expiry of this guarantee and unless the claim is so preferred against the Surety, the Surety shall stand discharged of all its liabilities hereunder.

IN WITNESS WHEREOF, the within named Surety has caused these presents to be executed on its behalf by the hand of its duly authorised official on the date and at the place first hereinabove written.

Signed, sealed and delivered for
And on behalf of _____
The surety herein by the hand of
Sri _____, its duly authorised official.

Seal & Signature of the Vendor

Schedule 4.2(a)

Technical Particulars of the Computer Equipments
Offered in the Tender

Personal Computers

SN	Component	Specifications
1.	CPU	
2.	System Memory	
3.	Mother Board	
4.	Hard Disk	
5.	Media Drive	
6.	Floppy Drive	
7.	Ethernet (Network)	
8.	Ports	
9.	Slots / Bays	
10	Keyboard	
11	Mouse	
12	Cabinet	
13	Monitor	
14	Display Controller	
15	Modem	
16	Warranty	
	Software	
17	Operating System	
18	Manageability Software	
19	Antivirus	

Schedule 4.2(b)

Technical Particulars of Dot Matrix Printers

Feature	Specification
Print Method	
Print Head Type	
Print Speed	
High Speed Draft	
Draft	
Near Letter Quality	
Print Width	
Character Set	
Copy Capability	
Interface	

Schedule 4.2(c)

Uninterrupted Power Supply (UPS) System

Item	
Power Output	
Battery Backup Time	

BIS certification no.
(Copy of letter from BIS to be attached)

Schedule 4.2(d) - Bill of Materials

Group II

A) Assuming Supply of 1 unit each per PACS

Sr. No.	Item Description	Description	Quantity
1	Personal Computer pre-loaded with OS		
2	Printer		
3	UPS		
	Total		

B) Assuming Supply of 2 PCs and 2 UPS each per PACS

Sr. No.	Item Description	Description	Quantity
1	Personal Computer pre-loaded with OS		
2	Printer (One per PACS)		
3	UPS		
	Total		

(Note: Please give in separate envelopes for Group I and Group II)

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Schedule 4.3

PERFORMANCE BANK GUARANTEE

----- City

This deed of guarantee made on this _____ day of _____ by (Name of Bank giving guarantee) having its registered office at _____ and amongst all places a branch at (address of bank branch giving guarantee) and wherever the context so requires includes its successors and assigns (hereinafter called the "Surety") for the favour of -----
----- (Name and Address) and wherever the context so requires includes its successors and assigns (hereinafter called the "purchaser").

1. The purchaser has placed an order no. _____ dated _____ (hereinafter called the "Said Order") with (Name of vendor) a Company having its registered office at (Address) and wherever the context so requires includes its successors and assignees (hereinafter called or referred to as "The Supplier").
2. Under the terms of the order, the supplier is required to furnish the purchaser at his own cost a Bank guarantee for an amount of Rs. _____ (Rupees _____) for fulfilling the conditions of delivery in the purchase order towards guarantee against all manufacturing defects for a period upto _____ in lieu of retention of an amount of 10% of the value specified above towards satisfactory fulfilment of the order and rectification of defects if any, noticed during the warranty period of three years from date of satisfactory installation.
3. The Surety at the request of the Supplier who are constituents of surety agreed to issue a Bank guarantee in terms of the said order on behalf of the supplier and the purchaser has agreed that the supplier shall repair or replace free of cost, equipment, machinery, its parts and components found defective on account of bad workmanship or defective materials or inferior manufacture as mentioned in the warranty and guarantee clause of the said order.
4. The Surety binds himself to pay to the purchaser to the extent of Rs. _____ (Rupees _____) in case of failure on the part of the supplier to perform this guarantee provided the purchaser informs the surety in writing to this effect. The surety binds himself to pay the amount immediately pursuant to the said demand notice notwithstanding any dispute that may exist or arise between the purchaser and the supplier or any other person.
5. Notwithstanding anything contained herein above, the liability of the surety in respect of this guarantee is restricted to Rs. (Rupees.....), in case of failure on the part of the supplier to perform this guarantee provided, the purchaser informs the surety in writing to this effect.
6. This guarantee shall remain in force upto.....
7. The guarantee shall not be discharged or released from the guarantee by any arrangement between the Purchaser and the Supplier with or without consent of the Surety or by any alteration in the Obligations of the Parties or by any indulgence, forbearance whether as to payment, time, performance or otherwise.

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8. This guarantee shall not be affected by any change in the constitution of the supplier by absorption with any other body or corporation or any other and this guarantee will be available to or enforceable by such body or corporation.
9. Unless a claim under this guarantee is made by the purchaser against the bank on or before _____ (**6 months after end of warranty period**) all the rights of the purchaser under this guarantee shall be forfeited and the bank shall be relieved and discharged from all liability under this guarantee.
10. And this bank guarantee after _____ shall cease to exist if there is no claim on or before _____ (**6 months after end of warranty period**).

Notwithstanding anything contained herein above, the liability under this guarantee is restricted to an amount not exceeding Rs. _____ (Rupees _____) and the guarantee shall remain in full force and effect until..... Unless action to enforce the claim is filed on or before _____ (**6 months after end of warranty period**) all rights under the said guarantee shall be forfeited and Bank shall be relieved and discharged from all liabilities there under.

DATED AT ----- THIS DAY OF

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Schedule 4.4

Draft Articles of Agreement

ARTICLES OF AGREEMENT made the _____ day of

Between the -----having its Office at -----
(hereinafter called the "the purchaser") of the one part and

(Hereinafter called "the Vendor") of the other part.

WHEREAS the purchaser is desirous of purchasing the computer equipments and has caused specifications describing the items to be purchased AND WHEREAS the Vendor has agreed to execute upon and subject to the conditions set forth in the Commercial terms, technical specifications, Schedule of quantities and Conditions of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the works described in the said Specification and included in the Schedule of Quantities at the respective rates therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable thereunder (hereinafter referred to as "the said Contract Amount").

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the Vendor shall upon and subject to the said Conditions execute, deliver and install the equipments described in the said Specifications and the Schedule of Quantities.
2. The Purchaser shall pay the Vendor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
3. The said Conditions shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.
4. The agreement and documents mentioned herein shall form the basis of the Contract.
5. This Contract is neither a Fixed Lumpsum Contract nor a Piece Work Contract but is a Contract to carry out the work in respect of the entire supply and installation of the equipments to be paid for according to the rates contained in the Schedule of Rates as provided in the said Conditions.
6. The ----- reserves to itself the right of altering the nature of the work by adding to or omitting any items of work or having portions of the same carried out by others without prejudice to this Contract.
7. Time shall be considered as the essence of this Contract and the Vendor hereby agrees to complete the supply and installation of the computer equipments within one month from the date of issue of formal purchase order as provided for in the said conditions subject nevertheless to force-majure condition and the extension of time granted by the -----.
8. All payments by the ----- under this contract will be made only at -----.

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9. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at ----- and only Courts in ----- shall have jurisdiction to determine the same.

10. That the several parts of this Contract have been read by the Vendor and fully understood by the Vendor.

Signature of Vendor

Date

Seal & Signature of the Vendor

Schedule 4.5

Group II **District :** _____ **PACS Sr.No:** _____
Machine Installation Report

Desktop Computer System

Name and address of PACS where the Computer equipments are installed :
Date of Installation :

SN	Component	Specifications
	Make / Model	
1.	CPU	
2.	System Memory	
3.	Mother Board	
4.	Hard Disk	
5.	Media Drive	
6.	Floppy Drive	
7.	Ethernet (Network)	
8.	Ports	
9.	Slots / Bays	
10.	Keyboard	
11.	Mouse	
12.	Cabinet	
13.	Monitor	
14.	Display Controller	
15.	Modem	
16.	Warranty	
	Software	
17.	Operating System	
18.	Other Software	
19.	Antivirus	
.	Printer (Model / Spec.)	
.	UPS (Model /Spec.)	
Installed By: Name of the Engineer: Designation: Date: Name of the Agency/Address:		Verified By: Name of In-charge at PACS: Designation: Date: Office Name/Address: Certificate: The above material is received in good condition and DLIC has confirmed the same in its meeting held on Managing Director,CCB

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Group II

ANNEXURE – I - Format for submission of Quotation – Technical Details

Please ensure that your response clearly answers all the questions. If you use additional schedules or documentation to support your response, make sure that they are clearly cross-referenced to the relevant question.

I. Basic Information Of Company

Particulars	Response
1. Registered name	
2. Name and Designation of the authorized official responding to this request	
3. Contact telephone, fax number and E-mail address	
4. Registration number with date of registration	
5. Registered Office (address)	
6. Legal form of organisation	
7. Name and address of Parent company, if any	
8. Brief description of the organization including date of incorporation, list of major business areas and divisions, list of products and services provided, key milestones in it's development (not more than one A4 size sheet)	
9 A brief account of hardware supplied	
10. Financial: (i) Turnover: (ii) Profit: (iii) copies of audited financial statements viz. Balance sheet & Profit & Loss A/c. for the last two years to be enclosed	<u>07-08</u> <u>06-07</u> <u>05-06</u> (Rs.) (Rs.)
11. Geographical spread in India: (i) no. of offices (ii) No. of districts covered by these offices * attach a list of IT trained staff on rolls with the vendor as on March 2008	<u>no.</u> <u>total</u> <u>staff</u> *
12. Names of DCCBs other than the present bid for which similar bids have been made / proposed to be made.	-
13. Name and level of certified international quality standards obtained by the Company; if any (enclose copy of certificate)	

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II. Project Experience and Client Information:

Particulars	Response
Number and list of similar orders (Above Rs. 21 lakhs) handled in India (Please attach photocopies)	Details of client and amount of contract 1. 2. 3.
For the above projects indicated, please supply the following details for reference purposes;- c)Organisation, d>Contact Person & Designation, c) Telephone number, fax, and email.	
Names of major clients served including banks, financial institutions, Govt. Undertakings and other reputed concerns served during last 3 years (Please attach list of clients)	
Details of OEM	
Details of experience and infrastructure relating to after sale on-site service and support, with particular reference to Haryana State	
Details of expertise in hardware installation and operating system configuration	

End of Part I

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Group II

PART II

**Competitive Tender Bidding
for
Supply, Installation and Maintenance of PCs, Printers and UPS Systems For 139 PACS
in 5 districts viz. Bhiwani, Mahendragarh, Rewari, Rohtak and Sirsa districts (Group
II) in the State of Haryana.**

FINANCIAL QUOTE

Issued to :

Name of the Vendor

Number of Pages: to

Due Date for submission: 15.00 hrs on 8 December 2009

Seal & Signature of the Vendor

PERSONAL COMPUTERS

Please indicate as per the Table given below:

B) Assuming 1 unit per PACS

Sr No	Item	Description	Rate* (Rs.)	Quantity	Amount* (Rs.)
1	Personal Computer with pre-loaded Operating System				
2	Printer				
3	UPS				
	Total				

B) Assuming 2 PCs and 2 UPS per PACS

Sr No	Item	Description	Rate* (Rs.)	Quantity	Amount* (Rs.)
1	Personal Computer with pre-loaded Operating System				
2	Printer (One per PACS)				
3	UPS				
	Total				

* The Rate and Amount are inclusive of all taxes/duties as required under para 2.5 of Part I

End of Part II

Seal & Signature of the Vendor

Seal & Signature of the Vendor