



कार्यालय महालेखाकार (लेखा एवं हकदारी)-प्रथम, उ० प्र०,  
इलाहाबाद  
20, सरोजिनी नायडू मार्ग, इलाहाबाद-211001

पत्र सं.: आई.टी.सी.जी./परचेज/बायोमेट्रिक/2015-16/ 70760

दिनांक: 25.02.2016

### निविदा सूचना

कार्यालय महालेखाकार (ले.एवं हक)-प्रथम, उ.प्र., इलाहाबाद द्वारा निम्नांकित प्रारूप में Finger Print base Attendance recording Systems एवं Automatic Database Management System Application Software जिनका विस्तृत विवरण Annexure-II में दिया गया है, क्रय करने तथा लगाने हेतु मुहर बंद निविदा (Sealed Limited Tender) दो बिड पद्धति (TECHNICAL BID AND FINANCIAL BID) के आधार पर आमंत्रित की जाती है।

#### सामान्य नियम एवं शर्तें:-

1. निविदा उपमहालेखाकार/प्रशासन, कार्यालय महालेखाकार (ले.एवं हक)-प्रथम, उ.प्र., इलाहाबाद को संबोधित होना चाहिए।
2. निविदा दो भाग जैसे, "Technical Bid and Financial Bid", संलग्न निर्धारित प्रारूप (Annexure-A and Annexure-B) में होनी चाहिए।
3. Technical Bid और Financial Bid अलग अलग मुहरबंद लिफाफे में होनी चाहिए। उसके बाद एक बड़े मुहर बंद लिफाफे में जिसके ऊपर "बायोमेट्रिक एवं अप्लीकेशन साफ्टवेयर क्रय हेतु निविदा" मोटे अक्षरों में स्पष्ट लिखा हो और उपमहालेखाकार/प्रशासन, कार्यालय महालेखाकार (ले.एवं हक)-प्रथम, उ.प्र., इलाहाबाद को संबोधित हो मे भरकर दिनांक 11/03/2016 को सायं 3:00 बजे तक आई.टी.सी.जी अनुभाग में जमा की जानी चाहिए। सायं 3:00 बजे के बाद प्राप्त कोई भी निविदा स्वीकार नहीं की जाएगी।
4. दिनांक 11/03/2016 को 3.30 बजे अपराह्न, फर्म के प्रतिनिधि यदि उपस्थित हो, के समक्ष नामित समिति द्वारा सर्वप्रथम Technical Bid खोली जाएगी। उसके बाद अगले दिन अथवा जो तिथि सक्षम अधिकारी द्वारा निर्धारित की जाएगी को केवल टेक्निकल क्वालिफाइड फर्मों की Financial Bid खोली जाएगी।
5. अंकित मूल्य सभी करों सहित होना चाहिए।
6. निविदा में उपरोक्त मदों का मेक अवश्य अंकित किया जाना चाहिए।
7. निविदा के साथ जमानत धनराशि रु० 8000/- का डिमांड ड्राफ्ट, वेतन एवं लेखाधिकारी, कार्यालय महालेखाकार (ले.एवं हक)-प्रथम, उ.प्र., इलाहाबाद के नामे, जो किसी राष्ट्रीयकृत बैंक से जारी किया गया हो, अवश्य संलग्न होना चाहिए। कोई भी निविदा बिना जमानत राशि के स्वीकार नहीं की जायेगी।
8. निविदा में अंकित दर की वैधता अवधि भी लिखित होनी चाहिए।
9. निविदा में वारंटी/गारंटी की अवधि स्पष्ट रूप से अंकित होनी चाहिए।
10. निविदा में उपरोक्त मदों की विशिष्टता (Specifications) स्पष्ट रूप से अंकित की जानी चाहिए।
11. निविदा में फर्म को अपनी कोई नियम एवं शर्तें यदि कोई हों, उल्लिखित की जानी चाहिए।
12. निविदा में उल्लिखित मदों की वारंटी/गारंटी अवधि की गणना उसके सफलता पूर्वक लगाये जाने की तिथि से की जाएगी।
13. फर्म द्वारा क्रेता को दी जाने वाली सेवा का उल्लेख अपनी निविदा में स्पष्ट रूप से की जानी चाहिए।

14. डाक विभाग के बिलम्ब की पूरी जिम्मेदारी फर्म की होगी।
15. उप महालेखाकार/प्रशासन, कार्यालय महालेखाकार (ले.एवं हक्र)-प्रथम, उ.प्र., इलाहाबाद को किसी भी निविदा को बिना कोई कारण बताये निरस्त करने का पूरा अधिकार है।
16. इस निविदा के सन्दर्भ में उत्पन्न सभी विवाद एवं मतभेद का निपटान इलाहाबाद की माननीय अदालतों के अधिकार क्षेत्र के अधीन होगा।
17. यदि फर्म को आपूर्ति आदेश निर्गत किया जाता है, तो फर्म को आपूर्ति आदेश की कुल मूल्य की 10% की धनराशि के बराबर की जमानत धनराशि की बैंक गारंटी/एफ़.डी.आर. जिसकी वैधता अवधि वारंटी/गारंटी अवधि + दो माह हो और वेतन एवं लेखाधिकारी, कार्यालय महालेखाकार (ले.एवं हक्र)-प्रथम, उ.प्र., इलाहाबाद के पक्ष में देय हो जमा करना होगा।

### **Terms and Conditions**

(Supply, installation and maintenance of Biometric machine etc.)

1. **Delivery Schedule:** - The stores as mentioned in the supply order, Servers shall be delivered within four weeks from the date of placement of Supply Order.
2. **Delivery and Installation:** - The vendor shall, as may be required by the purchaser, to deliver at the places detailed in the supply order and installed immediately after the delivery within the time schedule. The delivery will not be complete until and unless the ordered stores are inspected and accepted by the Purchaser as provided in the order. The quantities of the stores shall be mentioned at the time of delivery and with the invoice as by the purchaser. The same shall be delivered and installed but not later than four weeks from the date of supply order.
3. **Inspection:** - The items must be supplied in full as per ordered configuration for acceptance. No item with short supply or defective will be accepted under any circumstances. The acceptance tests may include the running of the evaluation test on supply. The items must give same performance results as certified by the vendor during their initial offer. The delivered items should also conform and contain the same subsystem (brand/manufacturer/specification) as are given in the bid offer. Inspection shall be done at the site of delivery to the satisfaction of the concerned office. Failure to fulfill any of the above mentioned conditions will entail cancellation of the purchase order in addition to invoking of the Bank Guarantee/FDR.
4. **Consequence of rejections:** - If the stores being rejected by the purchaser at the destination, and the vendor fails to make satisfactory supplies within the stipulated period of delivery, the Purchaser shall be at liberty to:-
  - (a). require the vendor to replace the rejected items at their own cost forthwith but in any event not later than a period of 21 days from the date of rejection and the vendor shall bear all cost of such replacement including freight, if any, on such replacement and replaced items and shall not be entitled to any extra payment on that or any other account; or
  - (b). purchase or authorize the purchase of quantity of the items rejected or others of a similar description (when items exactly complying with particulars are not readily available, in the opinion of the purchaser, which shall be final) without notice to the vendor at his risk and cost and without affecting the vendor's liability as regards the supply of any further installment due under the contract; or
  - (c). cancel the contract and purchase or authorize the purchase of the items or others of a similar description (when items exactly complying with particulars are not readily available, in the opinion of the Purchaser, which shall be final) at the risk and cost of the vendor

- 5. 5. Safety Measures:** - The vendor shall take all precautionary measures in order to ensure the safety of their personnel (his representative, agents, sub-vendors or workmen) working in the office while executing the work. The vendor shall ensure that unauthorized, careless or inadvertent operation of installed equipment, which may result in accident to their staff and or damage to the equipment does not occur. The vendor shall assume all liability for and give to the Purchaser the complete indemnity against all actions, suits, claims, demands cost charges or expenses arising out of and in connection with any accident, death or injury, sustained by any of their person or persons within the office premises and any loss or damage to the Purchaser's property sustained due to the act or omissions of the vendor irrespective of whether such liability arises under the workman compensation act or any other statute in force from time to time. The vendor shall assume all liability for and give to the purchaser a complete indemnity against all suits or actions arising out of or in connection with the carrying the works, whether such actions are brought by the members of public or neighbors or persons employed on the works. The vendor in carrying out the works shall conform to the statutory and other legal requirements.
- 6. Penalty for delay in Delivery & Installation:** - The schedule given for delivery and installation at site is to be strictly adhered to in view of the strict time schedule for implementation of various projects of the Purchaser as time is essence of the contract. Any unjustified and unacceptable delay in delivery and installation beyond the schedule as indicated in Para 2 above shall render the vendor liable for liquidated damages at the rate of 1 ½% (one and one half percent) per week subject to a maximum of FIVE weeks and thereafter the Purchaser holds the option for cancellation of the order for pending supply and procure the same from any other vendor and invoke the Bank Guarantee of the vendor. In addition, the vendor shall also be liable to pay to the Purchaser a cancellation charge of 8½ % (eight and a half percent) of the value of unsupplied items. The purchaser may deduct such sum from any money in their hands due or to become due to vendor. The payment or deduction of such sums shall not relieve the vendor from his obligations to complete the process of commissioning or from his other obligations and liabilities under the contract. The decision of the authority placing the order, whether the delay in commissioning has taken place on account of reasons attributed to the vendor shall be final.
- 7. Warranty and Annual Maintenance Contract:** - Comprehensive on Site Warranty shall be provided by the vendor which will commence from the date of successful installation.
- 8. Contract Performance Guarantee:** - The vendor shall give Contract Performance Guarantee equivalent to the 10% of the total value of supply order amount towards contract performance guarantee obligations. The validity of the Guarantee in the form of Bank Guarantee/FDR of Nationalized / Scheduled Bank at Allahabad shall be for the period of the contract plus one month. If the tenderer is not able to supply, install and support the ordered items completely within the specified period to the complete satisfaction of the Purchaser, the Bank Guarantee/FDR shall be invoked.
- 9. Trade Practice:-**

  - (i) In the event, the vendor's company or concerned division of the company is taken over/bought over by another company or operated through a partner, all the obligations under the agreement with the Purchaser shall be passed on to the new company/division/partner for compliance by the new company on the negotiations.
  - (ii) All vendors in the panel will automatically agree honoring all aspects of fair trade practices in executing the purchase orders placed by the Purchaser.

(iii) If the name of the product is changed for describing substantially the same product in a renamed form, then all techno-financial benefits agreed with respect to the original product shall be passed on to the Purchaser and the obligations of the vendor towards the Purchaser in respect to the product with old name shall be passed on to the product so renamed. During the validity of the panel including the extended period, if any, if the vendor sells any system or sub-system of the same or equivalent configuration to any other Department/Organization in India at a price lower than the price fixed for the Purchaser, the vendor shall automatically pass on the benefits to the Purchaser.

(iv) In case the Purchaser sees that the market rates have come down from the time when rates were finalized in the rate contract/order or there is a need for selection of new system configuration based on market trends, the Purchaser, may ask the technically short-listed vendors to re-quote the prices and the vendor shall be selected on the basis of procedure given earlier. The time difference between such re-quotes shall be minimum 3 months except in case of the Union Government budget.

(v) “But nevertheless the purchasers shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax or on account of any other tax or duty on any other ground including market rate stipulated in the price variation clause which takes place after the expiry of the agreed delivery date of ----“

(vi) (a). The equipment should be attended to within 24 hrs of receipt of complaint. In case problems persist, systems should be replaced within 48 hrs of receiving complaints and alternate system should be given till the main one is repaired so that the normal job of the purchaser is not hampered.

(b). Warranty should cover updates/maintenance patches/bug fixes (available from the original software vendor) for system software & firmware patches/bug fixer, if any for hardware.

(c). the vendor should provide onsite preventive maintenance at prescribed (by us) regular intervals.

(d). Vendor should undertake to provide maintenance support (post warranty) to equipment and arrange for required spare parts for a minimum period of 3 years.

**10. Payment Terms:** - The standard payment terms subject to recoveries, if any by way of the liquidated damages as applicable, or other recoveries under the contract conditions, shall apply. The payment of agreed price/cost shall be made after delivery, physical inspection of supply and successful commissioning against 10% bank guarantee of Nationalized /Scheduled Bank at the location of office of the Purchaser of the ordered value covering the entire period of warranty plus one month. Warranty would, however, begin from the date of successful installation of the supplied items like server, Printers etc. No advance/part payment will be made.

**11. Manual and Documentation:** - One set of manuals (instructions and maintenance) will be supplied for each machine. In addition to the manuals, trouble-shooting guides, spare parts catalogues should also be given free of cost.

**12. Sub-Contracts:** The vendor /supplier shall not assign or sub-let any portion of the contract without the written approval of the purchaser.

**13. Action and compensation payable in case of defect in the machines/equipment:** - If it appears to the purchaser that the machines supplied are defective or of inferior description or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the supplier/vendor on demand of the purchaser shall forthwith rectify the defect on its own cost or provide new machine as per specifications provided in the contract at its own charge and cost and in the event of its failure

to do so within a period to be specified by the purchaser in his demand aforesaid , the vendor /supplier shall be liable to pay compensation at the rate of 1% ( one percent ) of the price of the machine(s) for every day not exceeding 10 days , while its failure to do so shall continue and in the case of such failure , the purchaser shall be entitled to recover the price of the machine (s) from the vendor /supplier.

**14. Jurisdiction of courts in case of dispute:** - These terms and conditions/contract are governed by laws of India for the time being in force. Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been at the place from which the acceptance of tenders have been received i.e. Allahabad. Courts of Allahabad shall alone have jurisdiction to decide any dispute arising out of or in respect of these terms and conditions/contract.

**15. Rights on breach of contract:** - In any case in which under clause or clauses of these conditions, the vendor/supplier shall have rendered himself liable to pay compensation amounting to the whole of the security deposit, the purchaser shall have power to adopt any of the following courses as he may deem best suited to the interest of the Department/Government:

(a). To rescind the contract (of which rescission notice in writing to the vendor) and in which case the security deposit/Bank Guarantee of the vendor/supplier shall together with such sums/or sums due to him under this contract shall stand forfeited and be absolutely at the disposal of the purchaser.

(b). Determine the contract and call in another supplier/vendor. The vendor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any machines/material /equipment or entered into any agreements or made any advances on account of or with a view of supply of machines/equipment to the purchaser. And in the case the contract shall be rescinded under the provisions aforesaid, the vendor/supplier shall not be entitled to recover or to be paid any sum of any machine/work thereof actually performed under this contract.

**16. Arbitration:** - In the event of any dispute or differences between the parties whether during the execution of orders or thereafter whether by breach or in any manner in regard to:

- i) The construction of the terms and conditions
- ii) the respective rights and liabilities of the parties hereto there under
- iii) any matter or thing arising out or in relation to or in connection with these terms and conditions:

Then either party shall give written notice to the other of the same and such dispute or differences shall be referred for the arbitration of any persons appointed with mutual consent of the Accountant General (A&E)-I and the vendor. The decision of such Arbitrator shall be conclusive and binding on the parties hereto. There shall be no objection to any such appointment that the person appointed is a Govt. servant. The provisions of the Arbitration and Conciliation Act, 1996 and rules there under shall apply to the arbitration proceedings.

**17. Other Provisions:-**

- i) If any term of this contract is held unenforceable, the same shall not affect the other provisions and the remainder of the contract shall remain in full force and validity.
- ii) No assent, express or implied, by either party to any breach of or a default in any tem or condition herein contained on the part of the other party to be performed or observed shall constitute a waiver of or assent to any succeeding breach of or default in the same or any other term or condition hereof.

- iii) Any modification of or addition to the contract shall not be binding unless made in writing and agreed by both the parties.
- iv) Any notice given by one party to the other pursuant to the contract shall be sent in writing by courier, post, fax, e-mail or hand delivered to authorized representative.

ह0/-  
( राम शंकर)  
लेखाधिकारी/आई.टी.सी.जी.

Annexure-A

OFFICE OF THE AG (A & E)-I U.P., ALLAHABAD

**(FORMAT FOR TECHNICAL BID)**

Sl. No.	Required Information	Document Required to be enclose	Status(Y/N)
1.	The firm must be registered with the Registrar of Companies or Registrar of Firms. copy of registration certificate must be enclosed	registration certificate	
2.	Copy of latest <i>Income Tax</i> certificate of the firm must be enclosed.	Latest Income tax Certificate	
3.	<b>EMD of ₹ 8000/-</b> to be enclosed in form of a Bank Draft in favor of “Pay and Accounts Officer” O/o the AG (A&E)-I, U.P., Allahabad along with technical bid	Demand Draft	
4	The firm should enclose evidence for three years’ experience with Biometric devices and relevant Software	Copy of the PO/Certificate of the company if any	
4.	Copy of the purchase orders must be enclose for last 3 years. For sales in the Biometric and CCTV surveillance system	Copy of the PO	
6.	The firms should submit a copy of partnership deed if a partnership firm, affidavit for proprietorship if a proprietary firm or Registration certificate if registered under Companies Act along with the tender documents.	affidavit for proprietorship	
7	As per clause 2.3 of file No. 33(3)/2013-IPHW dated 23.12.2013 of Ministry Of Communication and Information Technology, Department of Electronic and Information Technology, the policy to provide preference to domestically manufactured electronic products are products manufactured by companies registered in India and engaged in manufacture in India and including contract Manufacturers, but excluding traders. The intent of the policy is to be provide preference to domestically manufactured electronics products. The term ‘traders’ indicate in clause 2.3 of the policy essentially refer to “importers” supplying imported products. Therefore, the bidders who are sole selling agents/authorized distributors/authorized dealers/authorized supply houses of the domestic manufacturers of electronic products are eligible to bid on behalf of domestic manufacturers under the policy. However, this shall be subject to the following conditions:-		
(i)	The bidder shall furnish the authorization certificate by the domestic manufacturer for selling domestically manufactured electronic products (DMEP).	Authorization certificate	
(ii)	The bidder shall furnish the Affidavit of self-certification issued by the domestically manufacturer to the procuring agency declaring that the electronic product is domestically manufactured in terms of the domestic value addition prescribed.	Affidavit of self-certification	
(iii)	It shall be responsibility of the bidder to furnish other requisite documents required to be issued by the domestic manufacturer to the procuring agency as per the policy.	Other requisite documents	

Signature of authorized representative of firm with Seal

Annexure-B

OFFICE OF THE AG (A & E)-I & I, U.P., ALLAHABAD

(FORMAT FOR FINANCIAL BID)

<b>Items</b>	<b>Qty</b>	<b>Unit Rate</b>	<b>Total Amount</b>
Finger Print base Attendance recording Systems, Finger Print Capacity : 3000 RFID Card Capacity :3000 Transaction Capacity : 100000 Display Type: Colour TFT Display with name and ID display with indicator and voice Communication: TCP/IP, RS485,USB host, Internet, (Push data) Optional Communication WI-FI, GPRS Module Identification time : One Second	12		
Automatic Database Management System Application Software	01		
Time Attendance Application with Download/upload finger template in Software web based application and Database in SQL database version Pro ELMS application	01		
Installation Charges if any	1 job		
<b>Grand Total</b>			

Signature of authorized representative of firm with Seal