



भारतीय लेखापरीक्षा तथा लेखा विभाग

कार्यालय महालेखाकार (लेखा एवं हकदारी) प्रथम, उ०प्र०

INDIAN AUDIT AND ACCOUNTS DEPARTMENT

Office of the Accountant General (A.& E.) -1,U.P.

इलाहाबाद / Allahabad

पत्र सं.: आई.टी.सी.जी./क्रय/निविदा/2016-17/33625

दिनांक: 03.08.2016

निविदा सूचना

कार्यालय महालेखाकार (ले.एवं हक)-प्रथम, उ.प्र., इलाहाबाद द्वारा निम्नांकित प्रारूप में **कम्प्यूटर हार्डवेयर {Laptop, Thin Clients, TFT Monitors, online 5KVA UPS, online 2KVA UPS & Line Matrix Printer(HD)}** क्रय करने तथा लगवाने हेतु मुहर बंद निविदा (Sealed Limited Tender) आमंत्रित किये जाते है। निविदा उपमहालेखाकार/प्रशासन, कार्यालय महालेखाकार (ले.एवं हक)-प्रथम, उ.प्र., इलाहाबाद को संबोधित होना चाहिए और निविदा दिनांक **19/08/2016 को सायं 3:00 बजे तक** आई.टी.सी.जी. अनुभाग में प्राप्त हो जानी चाहिए। सायं 3:00 बजे के बाद प्राप्त कोई भी निविदा स्वीकार नहीं की जाएगी। निविदा का प्रारूप निम्नवत है:-

क्रम सं०	मद का नाम	मद का विवरण	मात्रा	प्रति दर (सभी करें सहित)
1.	Laptop	Core i3 or AMD Equivalent Processorn,15" TFT monitor, 2GB RAM 500 GB HDD Pre loaded windows professional OS with 3 years on-site warranty.	01	
2.	Thin Clients (LINUX BASED) with 18.5" TFT Monitor	1 GHz OR ABOVE LINUX BASED THIN CLIENT WITH BROWSER 1. Processor: 1 GHz or above (single core or multi-core) AMD/Intel/VIA/Marvell processor 2. RAM: 2 GB DDR2/DDR3 3. Flash: 2 GB powered Flash 4. Graphics & Monitor: 64 MB graphics shared memory with support for high resolution monitors. 5. Audio: Mic in and Speaker out 6. Keyboard: Minimum 104 keys keyboard with USB 2.0	40	

			<p>7. Mouse: 2 button Scroll optical mouse with USB 2.0</p> <p>8. Printer support: Local and network printers (RDP, ICA, LDP, JetCET)</p> <p>9. Networking and Ethernet, Protocols: TCP/IP with DNS and DHCP, 10/100/1000 Base Fast Twisted pair (RJ-45), Point-to-Point Protocol (PPP), Point-to-Point Protocol over Ethernet (PPPoE), Point-to-Point Tunneling Protocol (PPTP), Wake on LAN and PXE.</p> <p>10. I/O Ports and Connectors: 4 USB ports (ver 2.0), 1 RJ-45, 1 VGA/DVI</p> <p>11. Power Supply: 230 + or - 10%VAC, 50 Hz energy-saving automatic Power down.</p> <p>12. Terminal Server: X RDP and X ICA, X 11R6 and REXEC Protocols</p> <p>13. Operating System & Management s/w: LINUX (Latest Version) with MOZILLA 1.7 or FIREFOX 1.5 or higher, JVM, PDF Reader, FLASH PLAYER, Enterprise Client, Management software.</p> <p>14. Additional Features: VNC Server and Txdpad, Multi user/Single user log on support locally.</p> <p>15. Physical Characteristics: Connection cooled fanless design, no moving part. Plus 18.5" TFT Monitor with 3 years on-site warranty.</p>		
4.	Online UPS	5KVA	<p>On-Line UPS with isolation transformer suitable for single phase AC input & single phase AC output, Floor Mounted Type with 30 minute backup (with 2 years warranty (UPS & Battery both))</p>	7	
5.	Online UPS	2KVA	<p>On-Line UPS with isolation transformer suitable for single phase AC input & single phase AC output, Floor Mounted Type with 30 minute backup (with 2 years warranty (UPS & Battery both))</p>	7	

6.	Line Matrix Printer (HD)	<ul style="list-style-type: none"> • High Speed – up to 500 LMP • Typeface- High Speed, Data Processing, Near Letter Quality • Character Pitch (Char. per inch)- 10,12,13.3,17.1,20 (except NLQ for 20 pitch) • Line spacing(lines per inch)- 6,8,10.3, n/72,n/2016 • Maximum resolutions 180 dpi Horizontal x 96 dpi Vertical • Printable Width up to 13.6' (345.4 mm) • Emulation Slandered P-Series, P-Series XQ, Serial Matrix, IBM ProPrinter III XL, Epson FX-1050 • Dynamic font selection • Resident Character Sets • Fonts- NLQ Serif, NLQ Sans Serif, Data Processing, High Speed, OCR A, OCR B • Type continues, fan folder, edge-Perforation • Width Pedestal Model 3" to 16.5" • Floor Model 3" to 17" • Copies up to 6 parts • Easy-load dual adjustable tractors • Feed Bottom Feed • Forms control 14 and 12 channel electronic vertical format • INTERFACES-Serial, Parallel, Ethernet, Auto-Switching between active ports <p>with one year on-site warranty</p>	01	
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सामान्य नियम एवं शर्तें:-

1. अंकित मूल्य सभी करों सहित होना चाहिए।
2. निविदा में उपरोक्त मर्दों का **मेक एवं माड्यूल अवश्य** अंकित किया जाना चाहिए।
3. निविदा के साथ जमानत धनराशि रु० 35000/- का डिमांड ड्राफ्ट, वेतन एवं लेखाधिकारी, कार्यालय महालेखाकार (ले.एवं हक्र)-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।
4. निविदा में अंकित दर की वैधता अवधि भी लिखित होनी चाहिए।
5. निविदा को उपरोक्त तिथि को सायं 3:30 बजे को फर्म के प्रतिनिधि (यदि उपस्थित है) के समक्ष खोला जायेगा।
6. निविदा में वारंटी/गारंटी की अवधि स्पष्ट रूप से अंकित होनी चाहिए।
7. निविदा में उपरोक्त मर्दों की विशिष्टता (Specifications) स्पष्ट रूप से अंकित की जानी चाहिए।

8. निविदा में फर्म को अपनी कोई नियम एवं शर्तें यदि कोई हों, उल्लिखित की जानी चाहिए।
9. निविदा में उल्लिखित मर्कों की वारंटी/गारंटी अवधि की गणना उसके सफलता पूर्वक लगाये जाने की तिथि से की जाएगी।
10. फर्म द्वारा क्रेता को दी जाने वाली सेवा का उल्लेख अपनी निविदा में स्पष्ट रूप से की जानी चाहिए।
11. डाक विभाग के बिलम्ब की पूरी जिम्मेदारी फर्म की होगी।
12. उप महालेखाकार/प्रशासन, कार्यालय महालेखाकार (ले.एवं हक)-प्रथम, उ.प्र., इलाहाबाद को किसी भी निविदा को बिना कोई कारण बताये निरस्त करने का पूरा अधिकार है।
13. इस निविदा के सन्दर्भ में उत्पन्न सभी विवाद एवं मतभेद का निपटान इलाहाबाद की माननीय अदालतों के अधिकार क्षेत्र के अधीन होगा।
14. फर्म को, फर्म निबंधक का कार्यालय, वाणिज्य कर विभाग, उत्तर प्रदेश लखनऊ में पंजीकृत होना चाहिए।
15. 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 हक)-प्रथम, उ.प्र., इलाहाबाद के पक्ष में देय हो जमा करना होगा।
16. संचार एवं सूचना तकनीकी, इलेक्ट्रॉनिक तथा सूचना तकनीकी विभाग की कंडिका 2.3 पत्रावली सं० – 33(3)/2013-आई.पी.एच.डब्लू. दिनांक 23.12.2013 के अनुसार, व्यापारी के अतिरिक्त, घरेलू निर्मित इलेक्ट्रॉनिक उत्पादों, भारत में पंजीकृत कंपनियों द्वारा उत्पादित सामान को वरीयता प्रदान करने की नीति है। इस नीति की मंशा घरेलू निर्मित उत्पादों को वरीयता प्रदान करना है। कंडिका 2.3 में दर्शित शब्द 'व्यापारी' का तात्पर्य 'आयातको', भारत के बाहर निर्मित उत्पादों की आपूर्ति से है। अतः ऐसे निविदाकर्ता जो विक्रय एजेंट / अधिकृत वितरक / अधिकृत डीलर्स घरेलू निर्मित इलेक्ट्रॉनिक उत्पादों के अधिकृत आपूर्तिकर्ता हैं, इस नीति के अंतर्गत निविदा करने हेतु योग्य हैं। फिर भी, यह निम्न शर्तों के अधीन हैं:-
 - i. निविदाकर्ता घरेलू उत्पादित इलेक्ट्रॉनिक उत्पादों के लिए घरेलू निर्मित अधिकृत प्रमाण पत्र प्रस्तुत करेगा।
 - ii. निविदाकर्ता क्रय करने वाली संस्था का स्व प्रमाणित हलफ़नामा यह घोषित करते हुए प्रस्तुत करेगा कि विहित घरेलू उत्पादों में वर्णित घरेलू मूल्य उत्पादों के अनुसार इलेक्ट्रॉनिक उत्पाद हैं।
 - iii. नीति के अनुसार निविदाकर्ता का यह दायित्व होगा कि वह क्रय करने वाली संस्था को घरेलू निर्मित अन्य सभी अभिलेखों को प्रस्तुत करे।
17. निविदा के लिफाफे के ऊपर "कम्प्यूटर हार्डवेयर क्रय हेतु निविदा" मोटे अक्षरों में स्पष्ट लिखा होना चाहिए।

निविदा की नियम व शर्तें आगे वर्णित हैं :-

Terms and Conditions

(Supply, installation and maintenance of computer hardware etc.)

1. **Delivery Schedule:** - The Computer hardware items mentioned in the supply order, 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 the computer hardware like thin clients, UPS and printer immediately after the delivery within the time schedule. The delivery will not be complete until and unless the ordered servers & printers are inspected and accepted by the Purchaser as provided in the order. The quantities of the computer hardware along with their part numbers 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 items (thin clients, UPS and printer etc.) 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. 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 as mentioned in the supply order 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 on site 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.

- 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 term 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.

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लेखाधिकारी/आई.टी.सी.जी.