

**BIDDING DOCUMENT**

**For**

**Procurement of Service and Goods**

**(AMC of Blade Server and procurement of RAM and Hard Disk )**

**Volume 1-Technical Bid**

Invitation for Bid No.	UOU-02
Issued on	06/07/2018

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*06/07/18*

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**SECTION - 1 : INVITATION FOR BIDS (IFB)**

IFB No. :UOU- 02

Date: .....

**BIDDING FOR Procurement of Service and Goods**

1. The Registrar, Uttarakhand Open University, Haldwani on behalf of Vice-Chancellor, Uttarakhand Open University, Haldwani(Uttarakhand) invites sealed bids from eligible bidders for procurement of item(s) listed below:

**For AMC**

S. No.	Item	Qty.
1	IBM Blade Center	4
2	IBM S Series Chassis	1
3	IBM Storage	1

**For Upgradation**

S. No.	Item	Capacity	Qty.
1	RAM for IBM Blade Center HS22	8 GB	10
2	SAS 2.5" SFF Slim-HS HDD for IBM Blade Center HS22	600GB	8

2. The complete bid document can be downloaded from website [www.uou.ac.in](http://www.uou.ac.in) by paying a non-refundable and non-transferable Bid Document fee of Rs. 1000/- (Rs. 1000/- document fee Plus Rs. 120/- GST (@12.0%) Totaling to Rs. 1120/-) in the form of crossed Demand Draft issued by a Scheduled Bank drawn in favor of Finance Officer, Uttarakhand Open University, and payable at Haldwani, District Nainital, Uttarakhand.

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a)	Date of commencement of sale of tender document and availability in website www.uou.ac.in	DATE: 06/07/2018 TIME: 15.00 Hrs
b)	Last date for Sale of Bidding Document	
c)	Date and Time of Pre-Bid Meeting	
d)	Last date and Time for Submission of Bids online	DATE: 21/07/2018 TIME: 11.00 AM
e)	Date and Time for Physical Submission of Tender Fee, EMD and other documents	DATE: 21/07/2018 TIME: 11.00 AM
f)	Date and Time of Opening of Technical Bids	DATE: 21/07/2018 TIME: 03.00 PM
g)	Date and Time of Opening of Financial Bids	DATE: 21/07/2018 TIME: 04.00 PM
h)	Place of Opening of Bids / Pre-Bid Meeting	Office of the Registrar, Uttarakhand Open University, Haldwani
i)	Address for Communication	Registrar, Uttarakhand Open University, Haldwani, Nainital PIN - 263139

All bids must be accompanied by Demand Draft/Fixed Deposit Receipt for Rs. 15,000 /- pledged in favour of Finance Officer, Uttarakhand and payable at Haldwani as Earnest Money Deposited (EMD), which will be refunded, if the offer is not accepted. In case, the offer is accepted, but not honored by the bidder, the Earnest Money will be forfeited. The Earnest Money will also be forfeited, if wrong information is given in the Bid document.

3. The bidder has to submit a hard copy of the bid document along with original copies of EMD, Bid document fees, Authorization Letter from OEM/Manufacturer and other relevant desired documents before 21/07/2018 till 11.00 AM, otherwise bid will not be considered for the further process.

4. Bids will be opened in the presence of Bidders' representatives who choose to attend on the specified date and time.

5. In the event of the date specified for bid receipt and opening being declared as a University holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the specified time.

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**Registrar**  
**Uttarakhand Open University**  
**Teen Pani Bypass, Behind Transport Nagar**  
**Haldwani, District Nainital**

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## Section – 2 : Instructions to Bidders

The Bidder is expected to examine all instructions, forms, terms & conditions and specifications in the bidding documents which shall be binding till the completion of the contract unless modified expressly in between. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive may result in rejection of the bid.

### 2.1 Eligibility Criteria

Only such of the bidders who meet the criteria specified below will be eligible to respond to this IFB(Invitation for Bid). The pre-qualification criteria for the participating bidders are as given below:

2.1.1 The Bidder should be Company or OEM / Authorized Dealer/Distributor /Supplier of OEM. As proof of same the attested copy of TIN NO. and PAN NO. Pertaining to Sales Tax & income Tax registration needs to be furnished with the technical bid. Bids from authorized distributors/ dealer/supplier of OEM shall also be accepted subjected to certificate from OEM to this effect should be attached with the bid.

2.1.2 The proof of the firm/Company/OEM as income Tax assesses (In the form of income Tax Return) for at least last Three year should be enclosed.

2.1.3 The Bidder should have been in operation for at least three years as of **31<sup>st</sup> March 2017** as evidenced by the Certificate of Incorporation and Certificate of Commencement of Business issued by the Registrar of Companies, India.

2.1.4 The Bidder shall have a turnover of Rs. 0.5 Crore (revenue) during the last 3 financial years ending 31<sup>st</sup> March 2018 from related operations or average annual turnover of Rs. 0.25 Crore (revenue) from e-Procurement services, as evidenced by the audited accounts of the company.

2.1.5 The bidder should be in the business of supplying Equipment/ Furniture/ Machinery to Technical Education (ITI, Polytechnic, Engineering College/ Institutions or Universities etc.).

2.1.6 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.

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2.1.7 Government-owned enterprises in the Purchaser's country may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Purchaser.

2.1.8 Bidder should provide list of customer(s) to whom similar type of items have been supplied earlier.

2.1.9 Bidder should not be blacklisted by Central Government, State Government or any other Institute(s) / Organization. For this the bidder should furnish affidavit on Rs. 100/- Non Judicial Stamp Paper that the firm is not blacklisted.

2.1.10 Any company / firm / dealer / manufacturer blacklisted by Central/State Government Organization are not entitled to submit the Bid. If it is submitted, it will be rejected and Earnest Money Deposit will be seized and legal action will be taken against them.

2.1.11 The bidder may be asked to provide the samples of items to verify the quality of material and after only satisfactory report, order will be treated as valid else will automatically be treated as cancelled.

**2.2 Cost of Bidding**

2.2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and, Uttarakhand Open University, hereinafter referred to as "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

**2.3 Clarification of Bidding Documents**

2.3.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by telex or cable or fax at the Purchaser's mailing address indicated in the Invitation for Bids. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than 15 days prior to the deadline for submission of bids prescribed by the Purchaser. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders which have received the bidding documents.

**2.4 Amendment of Bidding Documents**

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2.4.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.

2.4.2 All prospective bidders who have received the bidding documents will be notified of the amendment in writing or by cable or by fax, and will be binding on them.

2.4.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

**2.5 Preparation of Bids**

**2.5.1 Language of Bid**

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the translation shall govern.

**2.5.2 Documents Constituting the Bid**

The bid is required to be submitted in two parts. One part is the Techno-Commercial Un-priced Bid and the other part is the Financial/Price Bid.

**I. Techno-Commercial Unpriced Bid**

The Techno-Commercial Un-priced Bid prepared by the Bidder shall include the following without indicating the price in the Bid Form:

- a) a Bidder Information Sheet and other documents completed in accordance with Bidder Information Sheet – section 7;
- b) Documentary evidence established in accordance with ITB Clause 2.6 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
- c) Documentary evidence established in accordance with ITB Clause 2.7 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and

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- d) Bid security furnished in accordance with ITB Clause 2.11.

## II. Financial/Price Bid

The Price/Financial Bid shall comprise the following documents with price indicated in the bid form (BOQ).

- a) Bid form, in accordance with ITB clause 2.8 with signature & seal of the bidder on it; and
- b) Price schedule (as per BOQ) in accordance with ITB Clauses 2.9 and 2.10. The rates and the amount should be quoted in figures as well as in words. Alteration, if any unless legibly attested by the bidder, with their full signature, shall invalidate the Bid.

### 2.6 Documents Establishing Bidder's Eligibility and Qualifications

2.6.1 Pursuant to ITB Clause 2.5.2, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

2.6.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the Purchaser's satisfaction that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized (as per authorization form in Section - 8) by the goods' Manufacturer or producer to supply the goods in India. [Note: Supplies for any particular item in each schedule of the bid should be from one manufacturer only. Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid will be treated as non-responsive.]

### 2.7 Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

2.7.1 Pursuant to ITB Clause 2.5.2, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.

2.7.2 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of :

- a) a detailed description of the essential technical and performance characteristics of the goods ;

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- b) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications (Technical Compliance Statement Form given in Section - 12).

**2.8 Bid Form**

2.8.1 The Bidder shall complete the Bid Form and furnish the details.

2.8.2 The foreign suppliers shall indicate the Agency commission on the Bid Form and separately on the Proforma Invoice Form 237 of DGS&D having details of disclosure of Agency commission and it should be invariably attached.

2.8.3 The payment of agency commission to Indian Agent of foreign manufacture is payable in Indian currency as per standing instructions of Ministry of Finance G.O. No.F-23(I)-E II(A)/89 dated 31.01.89

**2.9 Bid Price**

2.9.1 The Bidder shall indicate the unit prices and total bid prices of the goods it proposes to supply under the order and enclose it with the priced bid.

2.9.2 Prices indicated shall be entered separately in the following manner (For Indigenous Items):

- a) The price of the goods/services, quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable). All duties and sales and other taxes already paid or payable should be mentioned separately.
- b) Taxes: Excise Duty and Customs Duty, if any, should be shown separately. Please mention the applicable taxes (GST) clearly. We don't issue any 'Form C' or 'Form D'. If there is no explicit mention of taxes in your offer then quoted price will be deemed inclusive of such taxes. No other charges except those mentioned clearly in the offer will be paid.
- c) Rates should be quoted free delivery at the University office, Haldwani inclusive of packing, forwarding, installation and commissioning charges etc. If ex-works prices are quoted then packing, forwarding, documentation, freight and insurance charges must be clearly mentioned separately. Vague terms like "packing, forwarding, transportation etc.

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extra" without mentioning the specific amount/percentage of these charges will NOT be accepted. Such offers shall be treated as incomplete and rejected. Where there is no mention of packing, forwarding, freight, insurance charges, such offers shall be summarily rejected as incomplete.

2.9.3 Prices indicated shall be entered separately in the following manner

- a) The price of the goods/service, quoted FOB/CIF port of shipment. Please note that all CIF orders will be on CIF (International Carrier) INCOTERMS 2000 basis and as such Export Packing, Loading Charges, Inland Freight etc. in the shipper country will have to be paid by the Supplier. Items as per the purchase order duly cleared for export in shipping country would be required to be handed over to our nominated freight forwarder.
- b) The Freight & Insurance charges should not exceed 5% of the FOB value in any case.
- c) The price for inland transportation, insurance and other local costs incidental to delivery of the goods up to their port of dispatch.
- d) Prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- e) If the supply is made on CIF value the Insurance shall be from ex-works to destination at **Uttarakhand Open University, Haldwani, Uttarakhand.**

## 2.10 Bid Currencies

2.10. Prices shall be quoted in Indian Rupees.

## 2.11 Bid Security

2.11.1 Pursuant to ITB Clause 2.5.2, the Bidder shall furnish, as part of its bid, a bid security in the amount as specified in IFB.

2.11.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 2.12.7.

2.11.3 The bid security shall be denominated in Indian Rupees and shall:

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- a) At the bidder's option, be in the form of either a bankers' check, a demand draft, or Fixed Deposit Receipt endorsed in favour of purchaser shall also be acceptable.
- b) Be payable promptly upon written demand by the Purchaser in case any of the conditions listed in ITB Clause 2.11.7 are invoked;
- c) Be submitted in its original form; copies will not be accepted; and
- d) Remain valid for a period of 45 days beyond the original validity period of bids, or beyond any period of extension subsequently requested under ITB Clause 2.12.2.

2.11.4 Any bid not secured in accordance with ITB Clauses 2.11.1 and 2.11.3 above will be rejected by the Purchaser as non-responsive.

2.11.5 Unsuccessful bidder's bid securities will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Purchaser, pursuant to ITB Clause 2.12.

2.11.6 The successful Bidder's bid security will be discharged upon the Bidder signing the Contract, pursuant to ITB Clause 2.25 (Signing of Contract), and furnishing the performance security, pursuant to ITB Clause 2.26 (Performance Security).

2.11.7 The bid security may be forfeited:

- a) if a Bidder (i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or (ii) does not accept the correction of errors; or
- b) in case of a successful Bidder, if the Bidder fails:
  - (i) to sign the Contract in accordance with ITB Clause 2.25; or
  - (ii) to furnish performance security in accordance with ITB Clause 2.26.

**2.12 Period of Validity of Bids**

2.12.1 Bids shall remain valid for 120 days after the deadline for submission of bids prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

2.12.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be

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made in writing (or by cable or telex or fax). The bid security provided under ITB Clause 2.11 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

2.12.3 Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

**2.13 Format and Signing of Bid**

2.13.1 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The latter authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

2.13.2 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the bid.

2.13.3 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

**2.14 Submission of Bids**

**2.14.1 Online Submission on e-portal**

The bid should be submitted only offline.

**2.14.2 Offline Submission of Bids**

The bidder shall submit a hard copy of the bid, identical to the bid submitted online on e-portal, to the Purchaser. The bidder shall seal the Techno Commercial Un-priced Bid and the Price/Financial Bid in two separate envelopes duly marked as "Techno Commercial Un-priced Bid" and "Price/Financial Bid" respectively. Both the envelopes shall then be sealed in one outer (main) envelope.

The inner and outer envelopes shall:

- a) Be addressed to the Purchaser at the following address:

Registrar,  
Uttarakhand Open University, Teen Pani Bypass, Rampur Road

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Haldwani, Uttarakhand

- b) Bear the Item Name /Reference No./ Last Date for Submission of Tender / Date of Opening of Tender / Firm's Name & Address and a statement "Do not open before Time hrs (IST) on Date" As per the IFB details.
- c) If the outer envelope is not sealed and marked as required Clause 2.14.2, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.

**2.15 Modification and Withdrawal of Bids**

2.15.1 The Bidder may modify or withdraw its bid after the bid's submission; provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.

2.15.2 No bid may be modified subsequent to the deadline for submission of bids.

2.15.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the bid form or after placing the purchase order by the purchaser. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to Clause 2.11.7.

**2.16 Opening of Bids by the Purchaser**

2.16.1 The Purchaser will open all Techno Commercial Unpriced Bids, in the presence of Bidders' representatives who choose to attend, as per the schedule given in invitation to bids.

2.16.2 In the event of the specified date of Bid opening being a holiday for the Purchaser, the Bids shall be opened at the appointed time and location on the next working day.

2.16.3 If in response to our TWO BID enquiry, a single combined bid is submitted, it will be opened at the risk and responsibility of bidder.

**2.17 Clarification of Bids**

2.17.1 To assist in the examination, evaluation and comparison of bids, the Purchaser may, at its discretion ask the bidder for any clarification(s) of its bid. The request for clarification and the response shall be in writing and no change in

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the price substance of the bid shall be sought, offered or permitted. However no post Bid clarifications at the initiative of the Bidders shall be entertained.

**2.18 Preliminary Examination**

2.18.1 The Purchaser will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids from suppliers, without proper Authorization from the manufacturers.

2.18.2 Arithmetical errors in the priced bids will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between the price quoted in words and figures, whichever is the higher of the two shall be taken as the bid price.

2.18.3 The Purchaser may waive any minor informality, non-conformity, or irregularity in a bid in terms of specifications and clauses of the bid document, which does not constitute a material deviation, provided such a waiver, does not prejudice or affect the relative ranking of any Bidder.

2.18.4 Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the specifications and terms and conditions of the Bid Document without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Bid Security/Performance Security. Warranty, Force Majeure, Applicable law and Taxes & Duties will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

2.18.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

2.18.6 After downloading, the language of standard clauses etc. mentioned in this 'Bid Document' should not be tempered with/ changed/modified in any manner

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whatsoever. If any such modification etc. comes to our knowledge at any stage, the bid shall be rejected immediately and EMD shall also be forfeited.

**2.19 Evaluation & Comparison Of Bids**

2.19.1 For the bids surviving the technical evaluation which have been found to be responsive the evaluation & comparison shall be made as under:

**a) Indigenous Offers**

The final landing cost of purchase after all discounts, freight, forwarding, insurance, taxes etc. shall be the basis of evaluation.

**b) Imported Offers**

The FOB/CIF price shall be the basis of evaluation.

**c) Imported Vs. Indigenous Offers**

The final landing cost of purchase taking into account, tentative/estimated freight, forwarding, insurance, taxes etc. (CIF/CIP with customs clearance charges, Bank/LC charges, transportation up to Haldwanias per available records with Haldwanifor imported goods) or in the best judgment of decision making authorities shall be the basis of evaluation.

2.19.2 Conditional tenders/discounts etc. shall not be accepted. Rates quoted without attached conditions (viz. Discounts having linkages to quantity, payment terms etc.) will only be considered for evaluation purpose. Thus conditional discounted rates linked to quantities and prompt/advance payment etc, will be ignored for determining inter-se position. The Purchaser however reserves the right to use the discounted rate/rates considered workable and appropriate for counter offer to the successful tenderers.

2.19.3 Where there is no mention of packing, forwarding, freight, insurance charges, taxes etc. such offers shall be rejected as incomplete. Therefore quotations showing only Ex-Works (EXW) prices shall be rejected summarily.

**2.20 Award Criteria**

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2.20.1 Subject to ITB Clause 2.24 (Notification of Award), the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

**2.21 Purchaser's Right to Vary Quantities at Time of Award**

2.21.1 The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.

**2.22 Purchaser's Right to Accept Any Bid and to Reject Any or All Bids**

2.22.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.

**2.23 Notification of Award**

2.23.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or fax or e mail that the bid has been accepted by way of a Purchase Order.

2.23.2 Upon the successful Bidder's furnishing of performance security pursuant to ITB Clause 2.27 (Order Acceptance), the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security.

**2.24 Signing of Contract**

2.24.1 At the same time as the Purchaser notifies the successful bidder that its bid has been accepted, the Purchaser will send the bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.

2.24.2 Within 21 days of receipt of the Contract Form, the successful bidder shall sign and date the Contract and return it to the Purchaser.

**2.25 Performance Security**

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2.25.1 Within 21 days of the receipt of notification of award/purchase order from the Purchaser, the successful Bidder shall furnish the performance security of 5% of order value, in the Performance Security Form provided in the Bid Document or in the form of Demand Draft / Fixed Deposit Receipt in favour of the purchaser.

2.25.2 Failure of the successful bidder to accept the order shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security and call for new bids.

**2.26 Order Acceptance**

2.26.1 The successful bidder should submit acceptance of the Purchase Order immediately but not later than 21 days in any case from the date of issue of the Purchase Order failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited pursuant to clause 2.11.7 of ITB.

**2.27 Supply**

2.27.1 The Purchaser does not allow trans-shipment or/and part shipment.

2.27.2 In case of replacement/ short supplies, all the charges like Freight Insurance, Custom Duty and clearance shall be borne by the supplier themselves.

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## Section – 3 : General Terms & Conditions

### 3.1 Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated:

- a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- c) "The Goods" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;
- e) "The Purchaser" means the organization purchasing the Goods.
- f) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.

### 3.2 Bid Document

#### 3.2.1 Bid Document Fee

The non-refundable and non-transferable Bid Document fee is Rs. 1000/- (Rs. 1000/- document fee Plus Rs. 120/- GST (@12 %) totaling to Rs.1120/-) which is payable in the form of crossed Demand Draft issued by any nationalized Bank and drawn in favor of Finance Officer, Uttarakhand Open University and payable at Haldwani, Uttarakhand .

#### 3.2.2 Techno-commercial Un-priced Bid

The Techno-commercial Un-priced Bid should contain the documents in the following order:

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- a) Envelope – I : Bid document fee & Bid Security Details along with the Demand Draft/Bankers' Cheque/Fixed Deposit Receipt of specified amount, in original.
  - b) Envelope – II : Technical Bid
    - i) Bidder Information Sheet along with allied attachments in pursuance to ITB Clause 2.11.1 and GTC Clause 3.2.1.
    - ii) Audited Financial Statements and Income Tax Returns for last three years in pursuance to ITB Clause(s) 2.1.1, 2.1.3 and 2.1.8.
    - iii) Non-black Listing Affidavit on Rs. 100/- non-judicial stamp paper in pursuance to ITB Clause 2.1.10.
    - iv) Manufacturers' Authorization Form in pursuance to ITB Clause 2.1.1
    - v) Performance Statements for last three years in pursuance to ITB Clause 2.1.5.
    - vi) List of Clients/Customers in pursuance to ITB Clause 2.1.9.
    - vii) Documents pertaining to offered product in pursuance to ITB Clause 2.7.
    - viii) Technical Compliance Statements for offered product in pursuance to ITB Clause 2.7.
  - i) Bid Form
  - ii) Price Schedule (Contained in BOQ)
- 3.3.1 Within 21 days of receipt of the notification of contract award, the Supplier shall furnish performance security in the amount specified in IFB.
- 3.3.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 3.3.3 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:



- a) A Bank guarantee, issued by a Nationalized/Scheduled bank located in India in the form provided in the bidding documents; or
- b) A Banker's check, demand draft or Fixed Deposit Receipt pledged in favour of Finance Officer, Uttarakhand Open University, Haldwani and payable at Haldwani.

3.3.4 The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract.

3.3.5 Bidders may be present at the time of Bid Opening.

**3.4 Warranty**

3.4.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

3.4.2 **3 years onsite warranty.**

3.4.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

3.4.4 Upon receipt of such notice, the Supplier shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Purchaser. The period for correction of defects in the warranty period is 20 days.

3.4.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified above, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**3.5 Payment**

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3.5.1 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, and upon fulfillment of other obligations stipulated in the contract.

3.5.2 100 percent of the Contract Price, for indigenous items, shall be paid to the supplier within 30 days after the date of the acceptance certificate issued by the Purchaser for the respective delivery. No request for advance payment shall be entertained.

3.5.3 In case of import of goods, payment shall be preferred through sight draft. A photo copy of D/D shall be dispatched along with Purchase order

**3.6 Liquidated Damages**

3.6.1 Subject to Clause 3.8 (Force Majeure), if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 1.0% of the contract price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the 10% Percentage. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to Clause 3.7 (Termination for Default).

**3.7 Termination for Default**

3.7.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

- a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser.
- b) if the Supplier fails to perform any other obligation(s) under the Contract.
- c) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, in competing for or in executing the Contract.

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**3.8 Force Majeure**

3.8.1 The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.8.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

3.8.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

a) In the event of delay in delivery and/or unsatisfactory manufacturing progress and supply, the Purchaser has the right to cancel the purchase order as whole or in part without liability for cancellation charges or otherwise.

b) In the event of rejection of non-confirming goods, the bidder shall be allowed without any extension of delivery time to correct the non-conformities, should however the bidder fail to do so within stipulated time, the purchaser may cancel the order.

**3.9 Settlement of Disputes**

3.9.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

3.9.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

*Rawan*  
*[Signature]*

3.9.3 All disputes and question, if any arising between the purchaser and the bidder out of or in connection with the terms and conditions contained herein or as to the construction of application thereof, or the respective rights and obligations of the parties there under or as to any clause or thing herein contained or by reason of the supply or failure or refusal to supply any material or as to any other matter in any way relating to these presents shall be referred to the sole arbitration of the Vice-Chancellor, Uttarakhand Open University, Haldwani, . The decision of the sole arbitrator shall be final and binding upon both the parties and subject to adjudication of Nainital District Court. Place for arbitration shall be at Haldwani(Uttarakhand), India.

**3.10 Jurisdiction**

3.10.1 The obligations and liabilities arising out of the contract shall be construed in accordance with the laws of Union of India. The Nainital District Court, Uttarakhand, India shall have the exclusive jurisdiction to try all or any of the disputes.

**3.11 Inspection and Tests**

3.11.1 The following inspection procedures and tests shall be carried out by the Purchaser:

- a) The inspection of the Goods shall be carried out to check whether the Goods are in conformity with the technical specifications attached to the contract and shall be in line with the inspection/test procedures laid down in the Technical Specifications and the General Conditions of contract.
- b) In the event of the equipment/goods failing to pass the acceptance test, a period not exceeding four weeks will be given to rectify the defects and clear the acceptance test, failing which the purchaser reserves the rights to get the equipment/goods replaced by the supplier at no extra cost to the purchaser.

**3.12 Terms and Conditions for Annual Maintenance Contract**

Note : In case of up-gradation, no extra cost would be paid in AMC period.

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**Section – 4 : Schedule of Requirement**

**For AMC**

S. No.	Item	Model	Serial No	Qty.	Delivery Schedule
1	IBM Blade Center	HS22 (Type 7870)	06TEX36 06TEX41 06TEW51 06TEW55	4	15 days
2	IBM S Series Chassis	-	-	1	15 days
3	IBM Storage	DS-3512	-	1	15 days

**For Upgradation**

S. No.	Item	Capacity	Qty.	Delivery Schedule
1	RAM for IBM Blade Center HS22	8 GB	10	15 days
2	SAS 2.5" SFF Slim-HS HDD for IBM Blade Center HS22	600GB	8	15 days

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Section – 5 : Specifications

For AMC

S. No.	Item	Model	Serial No	Qty.	Support	AMC Price Amont(A)
						1 year
1	IBM Blade Center	HS22 (Type 7870)	06TEX36 06TEX41 06TEW51 06TEW55	4	24x7 onsite Support	
2	IBM S Series Chassis	-	-	1	24x7 onsite Support	
3	IBM Storage	DS-3512	-	1	9x5 onsite Support	

For Up-gradation

S. No.	Item	Capacity	Qty.	Warranty	Amount (B)
1	RAM for IBM Blade Center HS22	8 GB	10	3 years	
2	SAS 2.5" SFF Slim-HS HDD for IBM Blade Center HS22	600GB	8	3 years	

<b>Total Cost Amount (A+B)</b>	
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Note :-Total value of AMC and up-gradation ( A+B) shall be considered for deciding (L1).

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### Section – 6 : BID DOCUMENT FEE & BID SECURITY DETAILS

[on the letter head of the Bidder]

Bid Reference No.: [insert number from Invitation For Bids]

Bidder's Reference No. : ..... Date of Submission:.....

Bid for Supply of .....

1	Bidder's Name	
	Bidder's Mailing Address	
2	Contact No.	
	Fax No.	
	Email Address	
3	Bid Document Fee Details	
	Mode of Payment : Demand Draft/Bankers' Cheque	
	Demand Draft/Bankers' Cheque No. & Date	
	Amount (Rs.)	
	Name of the Bank	
4	Bid Security Details	
	Mode of Payment : Demand Draft/Bankers' Cheque/FDR	
	Demand Draft/Bankers' Cheque /FDR No. & Date	
	Amount (Rs.) (refer IFB)	
	Name of the Bank	
	Validity Date	

Signature of Bidder -----

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### Section – 7 : BIDDER INFORMATION SHEET

[on the letter head of the Bidder]

Bid Reference No.: [insert number from Invitation For Bids]

Bidder's Reference No. : ..... Date of Submission:.....

Bid for Supply of .....

1	Bidder's Legal Name	
2	In case of JV, legal name of each party	
3	Bidder's actual/intended Place & Year of Registration (Attach relevant document) Bidder's Mailing Address	
4	Contact No.	
	Fax No.	
	Email Address	
5	Bidder's Status (Whether Manufacturer/ Authorized Indian Agent/Subsidiaryof a Foreign Manufacturer) (Attachrelevantdocument)	
6	Bidder's Sales Tax / VAT Registration No. & Date (Attach relevant document)	
7	Bidder's Income Tax PAN No. (Attach relevant document)	
8	Is the Bidder is ISO/ISI certified? If yes, Attach relevant document	
9	Is the Bidder is registered with DGS&D? If yes, Attach relevant document	
10	Bidder's Authorized Representative Information	
	Name	
	Address	
	Telephone/Fax numbers: Email	

Signature of Bidder -----

Name -----

Business Address -----

Seal -----

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### Section – 8 : BID FORM

IFB

Date : .....

No : .....

TO: (Name and address of purchaser)

Gentlemen and/or Ladies :

Having examined the Bidding Documents including Addenda Nos..... [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver..... (Description of Goods and Services) in conformity with the said bidding documents for the sum of .....(Total bid amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements. If our bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to ..... percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this bid for the Bid validity period specified in ITB Clause 2.12 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Amount	Rupees	Purpose of Commission or gratuity
Name and address of agent		

(if none, state "none").

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

We understand that you are not bound to accept the lowest or any bid you may receive.

We clarify/confirm that we comply with the eligibility requirements as per ITB Clause 2.1 of the bidding documents.

Dated this ..... day of ..... 20 .....

\_\_\_\_\_ (signature) \_\_\_\_\_ (in the capacity of) for and on behalf  
 of Duly authorized to sign Bid

\_\_\_\_\_

*Rayon*

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**Section – 9 : MANUFACTURERS' AUTHORIZATION FORM**

No. \_\_\_\_\_

Dated : \_\_\_\_\_

To,  
The Purchase Officer  
Uttarakhand Open University,  
Haldwani, District Nainital, (Uttarakhand)

Dear Sir,

We, ..... who are established and  
reputed manufacturers ..... of having factories at .....  
(address of factory)..... do hereby authorize M/s.....  
(Name and address of Agent)..... to submit a bid, negotiate and receive the order from you  
against your Bid enquiry and or execute the contract.

No company or firm or individual other than M/s ..... is authorized to bid, and  
conclude the contract in regard to this business.

We hereby extend our full guarantee and warranty as per Clause 3.4 of the General Conditions  
of Contract for the goods and services offered by the above firm.

Yours faithfully,

(Name) (Name of manufacturers)

\_\_\_\_\_

Note: This letter of authority should be on the letterhead of the manufacturer and should be  
signed by a person competent and having the power of attorney to bind the manufacturer. It  
should be included by the Bidder in its techno-commercial unpriced bid.

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### Section – 10 : FORMAT FOR AFFIDAVIT OF NON-BLACK LISTING

(To be furnished on Rs. 100 Non-Judicial Stamp Paper)

To,  
The Purchase Officer  
Uttarakhand Open University,  
Haldwani, District Nainital, (Uttarakhand)

In response to the Bid No..... dated .....for quoting against the Bid as an Director of M/s ....., I/We hereby declare that our Company/Firm ..... is having unblemished past record and was not declared blacklisted or ineligible to participate for bidding during last three financial years by any State/Central Govt. or PSU due to unsatisfactory performance, breach of general or specific instructions, corrupt / fraudulent or any other unethical business practices.

Yours faithfully,

Authorized Signatory

Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Company name \_\_\_\_\_



**Section – 11 : BIDDER'S PERFORMANCE STATEMENT FORM**

(For A Period of Last 3 Years)

Name of the Firm.....

Order placed by (full No. and address of	Order No. & Date	and quantity Description of ordered	Price	Date of completion of delivery	Remarks indicating reasons for	Has the equipment been installed satisfactory?	Contact Person along with
<p align="center"><i>Rajni</i></p>							

Date: Signature of Bidder

Place : Seal

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### Section – 12 : TECHNICAL COMPLIANCE STATEMENT FORM

An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

BID REFERENCE No.	
ITEM NAME	
Make & Model of Offered Product	
Manufacturer	
Country Of Origin	

S.No	Bid Specifications	Bidder's Specifications	Remarks/Deviation If any

(Technical literature/brochures/manuals should be attached along with this format)

**Please note:**

1. Compliance/Deviation statement comparing the specifications of the quoted model to the required specifications. This statement should also give the page number(s) of the technical literature where the relevant specification is mentioned.
2. Bids must have supporting documents ( technical literature or copies of relevant pages from the service manual or factory test data) for all the points noted above, failure regarding which may result in rejection of bid.

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*[Handwritten mark]*

**Section 13 : PERFORMANCE SECURITY FORM**

To,  
The Purchase Officer  
Uttarakhand Open University,  
Haldwani, District Nainital, (Uttarakhand)

WHEREAS ..... (Name of Supplier)

Hereinafter called "the Supplier" has undertaken, in pursuance of Contract no.....dated,..... 200... to supply..... called....."theContract". (Description of Goods and Services) hereinafter AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of ..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

Signature and Seal of Guarantors

Date : .....

(Complete Address/Contact Details with  
Tel./Fax/email etc)

*Rayon*

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**Section - 14: CONTRACT FORM**

THIS AGREEMENT made the ..... day of....., 20.....  
Between ..... (Name of purchaser) of ..... (Country of Purchaser)  
(hereinafter called "the Purchaser") of the one part and ..... (Name of  
Supplier) of ..... (City and Country of Supplier) (hereinafter called "the  
Supplier") of the other part :

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz.,  
..... (Brief Description of Goods and Services) and has accepted a bid by the  
Supplier for the supply of those goods and services in the sum of ..... (Contract  
Price in Words and Figures) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Bid Form and the Price Schedule submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Terms & Conditions of Contract; and
  - (e) the Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied/provided by the

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Supplier are as under:

S. N	BRIEF DESCRIPTION OF GOODS & SERVICES	QUANTITY TO BE SUPPLIED	UNITPRICE	Total Price	DELIVERY TERMS

TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the (For the Purchaser)

said .....

in the presence of:.....

Signed, Sealed and Delivered by the (For the Supplier)

said .....

in the presence of:.....

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Section - 15 : FINANCIAL BID

For this refer to Bill of Quantity (BOQ)

Review  
05/07/18

Rajni

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