

UTTARAKHAND OPEN UNIVERSITY

Teen Pani by pass Road, Haldwani, Distt. Nainital, Pin Code - 263139

Mobile : 05946-264232 OR 9759379386

Dated 08.08.2018

Tender Notice

After cancellation of University's earlier notice inviting bids regarding AMC and up-gradation of IBM Blade Centre dated 21-07-2018, the new Tender forms are available on University's website www.uou.ac.in for the said work. The last date of submission of bid document is 23-08-2018 till 2:00 p.m. by post or by hand.


(Registrar)

कुल सचिव
उत्तराखण्ड मुक्त विश्वविद्यालय
हल्द्वानी (नैनीताल)

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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-02/2018
Issued on	08/08/2018

Signature of Purchaser

Signature of Bidder

Bidding Document

Asst. Registrar
Uttarakhand Open University
Haridwar (Nainital)

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Signature of Purchaser Signature of Bidder

Bidding Document **Asstt. Registrar**
Uttarakhand Open University
Haldwani (Nainital)

SECTION - 1: INVITATION FOR BIDS (IFB)

IFB No. :UOU- 02

Date:

BIDDING FOR Procurement of Service and Goods

1. On behalf of Vice-Chancellor, Uttarakhand Open University, Haldwani the Registrar invites sealed bids from eligible bidders for AMC/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 Up-gradation

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. The Bid Document fee (non-refundable and non-transferable) Rs. 1120/- (Rs. 1000/- document fee Plus Rs. 120/- GST (@12.0%)) be paid by crossed Demand Draft issued by the Scheduled Bank drawn in favour of "Finance Controller, Uttarakhand Open University," payable at Haldwani, District Nainital, Uttarakhand.

Signature of Purchaser

Signature of Bidder

Asstt. Registrar
Uttarakhand Open University
Haldwani (Nainital)

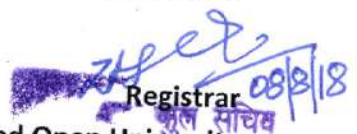
Bidding Document

a)	Date of commencement of sale of e-tender document and availability in website www.uou.ac.in	DATE: 08/08/2018
b)	Last date and Time for Submission of Bids Offline by Hand or by Speed Post	DATE: 23/08/2018 TIME: 14.00 Hrs
c)	Date and Time of Opening of Technical / Financial Bids	DATE: 23/08/2018 TIME: 14.15 Hrs
d)	Place of Opening of Bids	Office of the Registrar, Uttarakhand Open University, Haldwani
i)	Address for Communication	Registrar, Uttarakhand Open University, Haldwani, Nainital PIN - 263139

3. The bidder has to submit a hard copy of the bid document along with original copies of EMD of Rs. 15000/-, Bid document fees Rs. 1120/- (both in favour of Finance Controller, Uttarakhand Open University payable at Haldwani through crossed Demand Draft of Scheduled Bank), Authorization Letter from OEM/Manufacturer and other relevant desired documents before 23/08/2018 till 14.00 Hrs, otherwise bid will not be considered for the further process. Those firms who participated in our early Bid Notice dated 21.07.2018 need not required to attach EMD & Bid Document fee. They should submit only Sealed Bid documents, Technical and Financial Bid in separate envelope by Post or by Hand.

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.


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

Signature of Purchaser

Signature of Bidder

Bidding Document


 Asstt. Registrar
 Uttarakhand Open University
 Haldwani (Nainital)



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 Registered Firm/Company or OEM/Authorized Dealer/Distributor/Supplier of OEM. As proof of same the attested copy of GST No. and PAN No. pertaining to 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 Two years should be enclosed.

2.1.3 The Bidder shall have a turnover of Rs. 0.5 Crore (revenue) during the last 2 financial years ending 31st March 2017 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.

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

2.1.5 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.

2.1.6 Any company/firm/dealer/manufacture 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.

Signature of Purchaser

Signature of Bidder


Asstt. Registrar
Bidding Document
Uttarakhand Open University
Haldwani (Nainital)

Bidding Document

2.2 Clarification of Bidding Documents

2.2.1 The firm/company/prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing 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 10 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.

2.3 Amendment of Bidding Documents

2.3.1 The Purchaser has all the rights to amend/change the bidding documents and same will be notified to the bidders in writing and will be binding on them.

2.4 Preparation of Bids

2.4.1 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 Un-priced 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 6 & section 7 or Technical Bid.

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 Section 14 with signature & seal of the bidder on it; and
- b) Price schedule (as per BOQ). 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.

Signature of Purchaser

Signature of Bidder

Bidding Document
Asstt. Registrar
Uttarakhand Open University
Haldwani (Nainital)

2.5 Submission of Bids

2.5.1 Offline Submission of Bids

The bidder shall submit a hard copy of the bid along-with all the related documents etc., to the Purchaser by post or by hand. 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 conditional Bid of any firm are/is not accepted.

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
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, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.

2.6 Award Criteria

2.6.1 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.

2.7 Purchaser's Right to Vary Quantities at Time of Award

2.7.1 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.

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

2.8.1 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,

Signature of Purchaser Signature of Bidder

Asstt. Registrar
Uttarakhand Open University
Haldwani (Mainical)

Bidding Document Page 7

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.

2.9 Notification of Award

- 2.9.1 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.
- 2.9.2 Upon the successful Bidder's furnishing of performance security (Order Acceptance), the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security.

2.10 Signing of Contract

- 2.10.1 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.
- 2.10.2 Within 21 days of receipt of the Contract Form, the successful bidder shall sign and date the Contract and return it to the Purchaser.

2.11 Performance Security

- 2.11.1 Within 21 days of the receipt of notification of award/purchase order from the Purchaser, the successful Bidder shall furnish the performance security of 3% 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.
- 2.11.2 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.

2.12 Order Acceptance

- 2.12.1 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.

2.13 Supply

- 2.13.1 The updated material will be supplied within period of 15 days after issuance of Purchase order / Work order.

Signature of Purchaser Signature of Bidder

Asstt. Registrar
Gautam Buddha Open University
Haldwani (Uttarakhand)

Bidding Document Page 8

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:

Signature of Purchaser *[Signature]* Signature of Bidder

Bidding Document *ASST. REGISTRAR*
Uttarakhand Open University
Haldwani (Nainital)

- 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.
 - ii) Audited Financial Statements and Income Tax Returns for last two years.
 - iii) Non-black Listing Affidavit on Rs. 100/- non-judicial stamp paper.
 - iv) Manufacturers’ Authorization Form.
 - v) Performance Statements for last three years.
 - vi) List of Clients/Customers.
 - vii) Documents pertaining to offered product in pursuance to ITB Clause 2.7.
 - viii) Technical Compliance Statements.
 - ix) The earnest money of unsuccessful bidders be released after due process or within one month

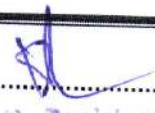
- i) Bid Form
- ii) Technical Bid & Financial Bid (Contained in BOQ)

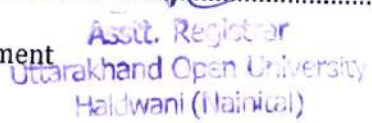
3.3.1 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:

- 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.

3.3.2 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.

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

Signature of Purchaser  Signature of Bidder

Bidding Document  Page 10

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

- 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.

Signature of Purchaser *[Signature]* Signature of Bidder

Bidding Document *Asst. Registrar*
Dr. B. K. Hand Open University
Halwani (Hainital)

3.6 Termination for Default

3.6.1 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.

3.7 Settlement of Disputes

3.7.1 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.

3.7.2 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.

3.7.3 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.

3.8 Jurisdiction

3.8.1 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.

3.9 Annual Maintenance of Blade Server

3.9.1 The AMC for the said server will be maintained for one year. With mutual understanding of both the parties the same should be extended for further one year.

3.9.2 The payment of AMC will be made in four parts or described in AMC Contract i.e. after completion of each quarter. The detailed agreement will be provided to the final bidder.

3.10 Terms and Conditions for Annual Maintenance Contract

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

Signature of Purchaser

Signature of Bidder

Signature of Purchaser

Signature of Bidder

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

Signature of Purchaser

Signature of Bidder

Bidding Document

Asstt. Registrar
Jyotirakhand Open University
Halwani (India)

Section – 5 : Specifications

For AMC

S. No.	Item	Model	Serial No	Qty.	Support
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
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

Signature of Purchaser

Signature of Bidder

Bidding Document
Asst. Registrar
Uttarakhand Open University,
Halwani (Dehradun)

Technical Bid

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 AMC & Up-gradation of Server

1	Bidder's Name	
	Bidder's Mailing Address	
2	Contact No.	
	Fax No.	
	Email Address	
3	Bid Document Fee Details (including GST @ 12%)	Rs. 1120.00 (Rupees One Thousand One Hundred Twenty only)
	Mode of Payment : Demand Draft/Bankers' Cheque	
	Demand Draft/Bankers' Cheque No. & Date	
	Amount (Rs.)	
	Name of the Bank	
4	Bid Security Details	Rs. 15000.00 (Rupees Fifteen Thousand only)
	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 -----

Seal -----

Signature of Purchaser Signature of Bidder

Bidding Document *AMC Register in
Khand Open Office
Malwani (Technical)*

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Technical Bid

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 AMC & Up-gradation of Server


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/Subsidiary of a Foreign Manufacturer) (Attach relevant document)	
6	Bidder's GSTN 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	Form 16 (2 years) 2015-2016 & 2016-2017	
10	Turn Over / Balance Sheet (2 years) 2015-2016 & 2016-2017	
11	Bidder's Authorized Representative Information	
	Name	
	Address	
	Telephone/Fax numbers: Email	

Signature of Bidder -----

Name -----

Business Address -----

Seal -----

Signature of Purchaser  Signature of Bidder

Bidding Document

Section – 8 : BID FORM

Date :

IFB

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 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
Name and address of agent		or gratuity

(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.

Signature of Purchaser

Signature of Bidder

Bidding Document *Hand Open Bid*
Mohamud (Hawani)

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".

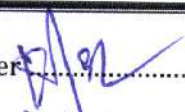
We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

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

Signature of Purchaser  Signature of Bidder
Bidding Document Asstt. Registrar
Uttarakhand Open University
Haldwani (Nainital)

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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 un-priced bid.

Signature of Purchaser

Signature of Bidder

Bidding Document

Asstt. Registrar
Uttarakhand Open University
Haldwani (Nainital)

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..... datedfor 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,

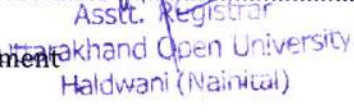
Authorized Signatory

Name _____

Designation _____

Company name _____

Signature of Purchaser  Signature of Bidder

Bidding Document  Haldwani (Nainital)

Section – 11 : BIDDER'S PERFORMANCE STATEMENT FORM

(For A Period of Last 2 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

Signature of Bidder

Seal

Signature of Purchaser Signature of Bidder

Bidding Document Asstt. Registrar
 Uttarakhand Open University
 Haldwani (Nainital)

Section 12 : 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....."the Contract". (Description of Goods and Services) herein after 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)

Signature of Purchaser

[Handwritten Signature]
Asstt. Registrar

Bidding Document Uttarakhand Open University
Haldwani (Nainital)

Signature of Bidder

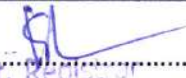
Section - 13: CONTRACT FORM

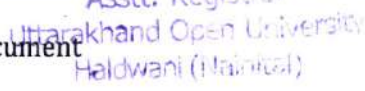
THIS AGREEMENT made on the day of, 20..... Between (Name of purchaser) of (Country of Purchaser) (herein after called "the Purchaser") of the one part and (Name of Supplier) of (City and Country of Supplier) (herein after called "the Supplier") of the other part :

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) (here in after 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.

Signature of Purchaser  Signature of Bidder

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Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

S. N	BRIEF DESCRIPTION OF GOODS & SERVICES	QUANTITY TO BE SUPPLIED	UNIT PRICE	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:.....

Signature of Purchaser *[Signature]* Signature of Bidder

Bidding Document *Asstt. Registrar*
Uttarakhand Open University
Haldwani (Nainital) Page 25

Section - 14: FINANCIAL BID

For this refer to Bill of Quantity (BOQ)

For AMC

(Including all taxes)

S. No.	Item	Model	Serial No	Qty.	Support	AMC Price Amount (A)	Taxes	Total
						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			
TOTAL COST (A) IN RS.								

For Up-gradation

(Including all taxes)

S. No.	Item	Capacity	Qty	Warranty	Amount (B)	Taxes	Total
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			
TOTAL COST (B) IN RS.							

Grand Total Cost Amount (A+B)	
--------------------------------------	--

(Rupees only)

Note :- 1. Total value of AMC and up-gradation (A+B) shall be considered for deciding (L1).

2. Rate quoted for F.O.R. and Free delivery in UOU Campus.

Signature of Purchaser

Signature of Bidder

Bidding Document

Asstt. Registrar
Uttarakhand Open University
Haldwani (Main)