

**U.P. ELECTRONICS CORPORATION LIMITED,  
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Lucknow - 226001**

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**COMPETITIVE e-Bidding**  
**FOR**  
**THE SUPPLY, INSTALLATION AND COMPREHENSIVE WARRANTY MAINTENANCE**  
**OF "Sony LED 65" TV Model KDL-65HX-925" TO A STATE GOVERNMENT**  
**DEPARTMENT OF UTTAR PRADESH**

e-Bid REFERENCE : UPLC/HW/2012/16

LAST DATE AND TIME FOR SUBMISSION OF e-Bids : 24-12-2012 upto 4.00 P.M.

DATE AND TIME OF OPENING OF ON LINE TECHNICAL e-Bid : 24-12-2012 AT 4.30 P.M

PLACE OF OPENING OF e-Bids : UP Electronics Corporation Ltd  
10-Ashok Marg,  
Lucknow-226010

ADDRESS FOR COMMUNICATION : Managing Director  
U.P. Electronics Corporation Limited,  
10, Ashok Marg, Lucknow-226001

e-Bid SECURITY : Rs 20,000/-

**This Document Contains -- 35 Pages**

**It will be the responsibility of the e-Bidders to check U.P. Government e-Procurement website <http://etender.up.nic.in> for any amendment through corrigendum in the e-tender document. In case of any amendment, e-Bidders will have to incorporate the amendments in their e-Bids accordingly.**

e-tender Document Processing /Cost : **Rs 500.00**



**U.P. Electronics Corporation Limited**  
**(U.P. Government Undertaking)**  
**10 Ashok Marg, Lucknow-226001**

**Tel No. 0522-2286808, 4130303, Ext. 302, 303, Fax 0522-2288583**

**Short Term e-tender Notice**

Online e-bids are invited only from Original Equipment Manufacturers (OEM) of the "**Sony LED 65" TV Model KDL-65HX-925**" or their authorized dealer/distributor/supplier who have been authorized by OEM to participate in this Tender for its supply, installation and comprehensive warranty maintenance in a State Government Department of Uttar Pradesh upto 4.00 P.M. on 24-12-2012 and shall be opened at 4.30 P.M. on the same day. The e-bid Security is Rs 20,000/-. The e-tender document processing/ Cost is Rs. Five Hundred only. The details for submission of e-bids will be available in the e-tender document on the UP Government. e-Procurement website <http://etender.up.nic.in> from 19-12-2012. The Corporation reserves the right to cancel any or all the e-Bids/ annul e-Bidding process without assigning any reason and decision of Corporation will be final and binding.

UPLC/HW/2012/16

MANAGING DIRECTOR

## INVITATION FOR e-Bids

This invitation for e-Bids is for supply, installation and comprehensive warranty maintenance of **"Sony LED 65" TV Model KDL-65HX-925"** in a State Government Department of Uttar Pradesh.

1. Bidders are advised to study the tender Document carefully. Submission of e-Bid against this tender shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the tender Document with full understanding of its implications.
2. The e-Bid prepared in accordance with the procedures enumerated in this Tender Document should be submitted through e-Procurement website <http://etender.up.nic.in>.
3. The tender document is available at e-Procurement website <http://etender.up.nic.in> from 18-12-2012. Interested bidders may view, download the e-Bid document, seek clarification and submit their e-Bid online up to the date and time mentioned in the table below:

(a)	Date of publication of e-tender notice & availability of Tender Document	Tender Notice has been published over e-Procurement website <a href="http://etender.up.nic.in">http://etender.up.nic.in</a> and tender Document will be available from 19-12-2012. at e-Procurement web site <a href="http://etender.up.nic.in">http://etender.up.nic.in</a>
(b)	Availability of tender document on website	19-12-2012. from 03:00 PM at e-Procurement web site <a href="http://etender.up.nic.in">http://etender.up.nic.in</a>
(c)	Clarification start date & time	19-12-2012. from 03:00 PM
(d)	Clarification end date & time	24-12-2012 upto 11:00 AM
(e)	e-Bid submission start date & time (Submission of e-tender fee, EMD and other supporting documents in PDF/XLS format)	19-12-2012. from 03:00 PM
(f)	e-Bid submission end date & Time	24-12-2012 upto 4.00 PM
(g)	Online technical e-Bid opening date & time	24-12-2012 at 4.30 PM
(h)	Online financial e-Bid opening date & time (Only of technically qualified bidders)	Will be communicated to the Technically Qualified Bidders
(i)	Venue of opening of technical & financial e-Bids	UP Electronics Corporation Ltd 10, Ashok Marg, Lucknow-226 001

(j)	Contact officer	Sri R.K. Balani, Manager (BDM) Phone: 0522-2286808, 0522-4130302, 0522-4130303 Extn 302, 303, Fax : 0522-2288583
(k)	Cost of e-Bid document	Rs <b>500.00</b> (Rupees Five Hundred Only) (Non-refundable)
(l)	e-Bid Security (Earnest Money Deposit)	Rs 20,000/- (Rupees Twenty Thousand Only)

4. The bidders need to submit the proof/cost of e-Bid document/processing as stated in the above table in Cash in the Purchaser's office or through Demand Draft or Banker's Cheque in favour of U.P. Electronics Corporation Ltd (herein after referred as UPLC/Purchaser) payable at Lucknow. The scanned copy of the Cash Deposit Receipt or Demand Draft or Banker's Cheque must be enclosed along with the e-Bids but the original Demand Draft or Banker's Cheque should reach the office of UPLC/Purchaser at Lucknow before opening of technical e-Bid.
5. All e-Bid must be accompanied by e-Bid Security/Earnest Money Deposit (EMD) in the form of Demand Draft/Banker's Cheque, drawn in favour of U.P. Electronics Corporation Ltd., Lucknow. The scanned copy of the e-Bid Security/EMD must be submitted along with the e-Bid and the original should reach the Corporation's office at Lucknow before opening of technical e-Bids. No Interest would be payable on e-Bid Security (Earnest Money) deposited with the Corporation.
6. The e-Bids will be electronically opened in the presence of bidder's representatives, who choose to attend at the venue, date and time mentioned in the above table. An authority letter of bidders's/OEM representative will be required to be produced.
7. The Corporation reserves the right to cancel any or all the e-Bids/annul the e-Bid process without assigning any reason thereof. The decision of Corporation will be final and binding.
8. In the event of date specified for e-Bids opening being declared a holiday for Corporation's office then the due date for opening of e-Bids shall be the following working day at the appointed time and place.
9. All the required documents including Price Schedule/BOQ should be uploaded by the e-Bidder electronically in the PDF/XLS format. The required electronic documents for each document label of Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) schedules/packets can be clubbed together to make single different files for each label.
10. The companies/firms who are registered at e-Procurement portal for e-tendering with U.P. Electronics Corporation Ltd. (UPLC), 10, Ashok Marg, Lucknow (UP) would only be eligible for participating in this e-tender as well as in e-tendering system of U.P. Govt. departments. All companies/firms who have not registered themselves with UPLC for e-tendering till date can get their registration done by depositing a filled in form issued by UPLC alongwith registration fee of Rs 6000.00 (Rupees Six thousand only) for participating in this e-tender and other e-tenders of U.P.Govt. departments. The companies/firms, who are not having digital signature, can also get their digital signature on deposit of processing fees of Rs 1500.00 (Rupees One thousand five hundred only). The companies/firms may contact the

officials on phone numbers 0522-2286809, 0522-2288750 (O) 0522-4130303 (Extn: 303, 304 & 307), for their Registration/Digital Signature Certificate related queries.

11. The department for which UPLC is asking bid in this tender has not provided cost of equipments/materials in advance to UPLC. The department has informed that they will provide the money only after successful delivery and installation of ordered items, hence UPLC shall pay the amount against delivery and installation against the ordered items to successful bidders only after same is received by UPLC from the concerned department.



## **SECTION I : INSTRUCTIONS TO BIDDERS (ITB)**

### **(A) THE BID DOCUMENT**

#### **1 Cost of e-Bid**

a) The bidder shall bear all costs associated with the preparation and submission of its e-Bid and U.P. Electronics Corporation Ltd, Lucknow 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 e-Bid process.

b) This tender document is available on the web site <http://etender.up.nic.in> to enable the bidders to view, download the e-Bid document and submit e-Bids online up to the last date and time mentioned in e-Tender notice/e-tender document against this e-Tender. The bidders shall have to pay e-Tender document fee of Rs 500.00 (Rupees Five Hundred Only) in cash or through Demand Draft or Banker’s Cheque payable in favour of U.P. Electronics Corporation Ltd, Lucknow. The scanned copy of the Cash Deposit Receipt or Demand Draft or Banker’s Cheque must be enclosed along with the e-Bid but the original Demand Draft or Banker’s Cheque should reach the Purchaser’s office before opening of the technical e-Bid. This e-e-tender document fee of Rs 500.00 will be non-refundable.

#### **2 Contents of e-Bid Document**

2.1 The goods required to be supplied, e-Bid procedure and contract terms and conditions are prescribed in the e-Bid document. The e-Bid document includes:

- (a) Invitation for e-Bid
- (b) Section I : Instruction to bidders (ITB);
- (c) Section II : Conditions of Contract (CC);
- (d) Section III : Technical e-Bid;
- (e) Section IV : Financial e-Bid;

2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the e-Bid document. Failure to furnish all information required as per the e-Bid document or submission of e-Bid not responsive to the e-Bid document in every respect will be at the bidder’s risk and may result in rejection of the said e-Bid.

#### **3 Clarification of e-Bid Document**

A prospective bidder requiring any clarification of the e-Bid document may raise his/her point of clarification through Bid Management Window after successfully login to the e-Procurement website <http://etender.up.nic.in>. The bidder may seek clarification by posting query in the relevant window after clicking "Seek Clarification" option in the view e-tender details window for e-tender which can be selected through my tender option of e-Bid submission menu. The clarification will be replied back by the Purchaser through the e-Procurement website which can be read by the bidder through the "Clarification" option under Bid Submission menu. The Purchaser may also respond to clarifications raised by the prospective bidders on Purchaser's e-mail address



#### **4 Amendment of e-Bid Document**

- 4.1 At any time prior to the deadline for submission of e-Bid, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the e-Bid document by amendments. Such amendments shall be uploaded on the e-Procurement website <http://etender.up.nic.in> through corrigendum and shall form an integral part of e-Bid document. The relevant clauses of the e-Bid document shall be treated as amended accordingly.
- 4.2 It shall be the sole responsibility of the prospective bidders to check the web site <http://etender.up.nic.in> from time to time for any amendment in the e-tender document. In case of failure to get the amendments, if any, the Purchaser shall not be responsible for it.
- 4.3 In order to allow prospective e-Bidders a reasonable time to take the amendment into account in preparing their e-Bids, the Purchaser, at his discretion, may extend the deadline for the submission of e-Bids. Such extensions shall be uploaded on the e-Procurement website <http://etender.up.nic.in>

#### **(B) PREPARATION OF e-Bid**

#### **5 Language of e-Bid**

- 5.1 The e-Bid prepared by the bidder, as well as all correspondence and documents relating to the e-Bid exchanged by the bidder and the Purchaser shall be written either in English or Hindi language. The correspondence and documents in Hindi must be accompanied by embedded/separate Hindi font files. Only English numerals shall be used in the e-Bid.

#### **6 Documents Constituting the e-Bid**

- 6.1 The e-Bid prepared by the bidder shall comprise the following components:

(a) **Technical e-Bid** - Technical e-Bid will comprise of :

- (i) **Fee Details** – includes copies of e-tender document processing/Cost and e-Bid Security/Earnest Money Deposit (EMD) furnished in PDF format.
- (ii) **Qualification Details** – includes copies of required documents in PDF format justifying that the bidder is qualified to perform the contract if his/her bid is accepted and that the bidder has financial, technical and production capability necessary to perform the contract and meets the criteria outlined in the Qualification Requirement and Technical Specification and fulfill all the conditions of the Contract and that the goods and ancillary services to be supplied by the bidder conform to the e-Bid document and Technical Specifications.
- (iii) **e-Bid Form** – includes copy of filled in e-Bid Form of e-tender document in PDF format justifying that the bidder is complying with all the conditions of the Contract and Technical Specifications of the e-Bid Document as no deviation will be acceptable to the Purchaser.

(iv) **Technical Specification Details** – includes copy of filled in Technical Specifications of e-tender document in PDF format.

(b) **Financial e-Bid** – Financial e-Bid will comprise of :

(i) **Price Schedule/BOQ** – includes Price Schedule/BOQ in XLS format to be filled in after downloading from the e-Procurement website for this e-tender.

## **7 e-Bid Form**

7.1 The bidder shall complete the e-Bid Form and the appropriate Price Schedule/BOQ furnished in the e-Bid document, including the goods to be supplied, their quantities and prices in the format given in the e-Bid document.

## **8 e-Bid Price**

8.1 The bidder shall quote separately in the downloaded spread sheet file for Price Schedule/BOQ unit price (along with basic price, excise duty, trade tax/VAT and other charges such as installation and onsite comprehensive warranty maintenance service charges, if any) of each item in the specified places for all the goods mentioned under Technical Specifications. The unit prices quoted shall be with onsite comprehensive warranty as well as extended warranty as per period specified in column-3 of Technical Specifications.

8.2. e-Bid price of the item indicated in the Price Schedule/ BOQ, shall include all the cost till successful installation & commissioning at various offices situated in different cities of U.P. for all the items specified in the schedule of requirement and onsite comprehensive warranty maintenance i.e.

- I. The price of goods (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable), including all duties and sales and other taxes already paid or payable:
  - (a) on components and raw material used in the manufacture or assembly of goods quoted ex-works or ex-factory; or
  - (b) on the previously imported goods of foreign origin quoted ex-showroom, ex-warehouse, or off-the-shelf.
- II. any Indian duties, sales and other taxes which will be payable on the goods if this Contract is awarded.;
- III. the price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination.
- IV. the price of other incidental services listed under the Conditions of Contract.

8.3 Prices quoted by the bidder shall be fixed during the bidder's performance of the Contract and not subject to variation on any account. An e-Bid submitted with an adjustable price quotation unless asked for shall be treated as non-responsive and rejected.

## **9 e-Bid Currencies**

Prices shall be quoted in Indian Rupees only.



## **10 Documents Establishing bidder's Qualification**

- 10.1 The bidder shall furnish, as part of its Technical e-Bid, documents establishing the bidder's qualification to perform the Contract if its e-Bid is accepted. The documentary evidence should be submitted by the bidder electronically in the PDF format.
- 10.2 The documentary evidence of bidder's qualification to perform the Contract if its e-Bid is accepted shall be as per Qualification Requirements specified under the e-tender document.

## **11 Documents Establishing Goods' Conformity to e-Bid Documents**

- 11.1 The bidder shall furnish, as part of its e-Bid, documents establishing the conformity to the e-Bid documents of all goods and services which the bidder proposes to supply under the contract. The documentary evidence should be in the PDF file format.
- 11.2 The documentary evidence of conformity of the goods and services to the e-Bid documents shall consist of:
- (a) The brochures/leaflets/the document downloaded from the internet site of the OEM of the goods offered in support of the technical specifications asked in the e-tender.
  - (b) A confirmation that the bidder is either the owner of intellectual Property Rights in the equipment offered, or that it has proper authorization from the owner to offer them. Willful misrepresentation of these facts shall lead to the cancellation of the e-Bid/ contract without prejudice of other remedies that the Purchaser may take.

## **12 e-Bid Security/Earnest Money Deposit (EMD)**

- 12.1 The bidder shall furnish, as part of its e-Bid, an e-Bid security/ EMD of 20,000/- (Rupees Twenty Thousand only) in form of Demand Draft/ Banker's Cheque, in favour of U.P. Electronics Corporation Ltd., Lucknow. The scanned copy of the e-Bid Security/EMD must be submitted along with the e-Bid and the original should reach the Purchaser's office at Lucknow before opening of technical e-Bid.
- 12.2 The e-Bid security is required to protect the Purchaser against the risk of bidder's conduct which would warrant the security's forfeiture.
- 12.3 The e-Bid security shall be in Indian Rupees and shall be in the following forms only:
- A Demand Draft/Banker's Cheque payable in favour of U.P. Electronics Corporation Ltd at Lucknow. Bidder may submit the bid security of the above amount in the form of Bank Draft/Pay Order payable in favour of UP Electronics Corporation Ltd, Lucknow.
- 12.4 Any e-Bid not secured with EMD shall be treated as non-responsive and rejected by the Purchaser.

- 12.5 Unsuccessful bidder's e-Bid security will be returned upon the written request through cheque as promptly as possible after the expiration of the period of e-Bid validity prescribed by the Purchaser.
- 12.6 The successful bidder's e-Bid security will be returned upon the bidder accepting the conditions for supply of material.
- 12.7 The e-Bid security may be forfeited:
- (a) if a bidder (i) withdraws its e-Bid during the period of e-Bid validity specified by the bidder or (ii) does not accept the correction of errors, or (iii) modifies its e-Bid price during the period of e-Bid validity specified by the bidder.
  - (b) in case of a successful bidder, if the bidder fails to accept the offer for supply of material.

### **13 Period of Validity of e-Bid**

- 13.1 e-Bid shall remain valid for 180 days after the date of e-Bid opening prescribed by the Purchaser. An e-Bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 13.2 In exceptional circumstances, the Purchaser may solicit the bidder's consent to an extension of the period of e-Bid validity. The request and the response thereto shall be made in writing. A bidder may refuse the request without forfeiting its e-Bid security. A bidder granting the request will not be required nor permitted to modify its e-Bid.

### **14 Format and Signing of e-Bid**

- 14.1 The bidder shall prepare one electronic copy each of the Technical e-Bid and Financial e-Bid separately.
- 14.2 The e-Bid document shall be digitally signed, at the time of uploading, by the bidder or a person or persons duly authorized to bind the bidder to the Contract. The later authorization shall be indicated by a scanned copy of written power-of-attorney accompanying the e-Bid. All the pages/ documents of the e-Bid that are to be uploaded shall be digitally signed by the person authorized to sign the e-Bid.

### **15. Submission of e-Bid**

The Bid Submission module of e-Procurement website <http://etender.up.nic.in> enables the bidders to submit the e-Bid online in response to this e-tender published by the Purchaser. Bid Submission can be done only from the Bid Submission start date and time till the Bid Submission end date and time given in the e-tender. Bidders should start the Bid Submission process well in advance so that they can submit their e-Bid in time. The bidders should submit their e-Bid considering the server time displayed in the e-Procurement website. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-tender schedule. Once the e-Bid submission date and time is over, the bidders cannot

submit their e-Bid. For delay in submission of e-Bid due to any reasons, the bidders shall only be held responsible.

The bidders have to follow the following instructions for submission of their e-Bid:

- 15.1 For participating in e-Bid through the e-tendering system, it is necessary for the bidders to be the registered users of the e-Procurement website <http://etender.up.nic.in>. The bidders must obtain a User Login Id and Password by registering themselves with U.P. Electronics Corporation Limited, Lucknow if they have not done so previously for registration.
- 15.2 In addition to the normal registration, the bidder has to register with his/her **Digital Signature Certificate (DSC)** in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the Digital Signature Certificate (DSC) is a one time activity. Before proceeding to register his/her DSC, the bidder should first log on to the e-tendering system using the User Login option on the home page with the Login Id and Password with which he/ she has registered as enumerated above.

For successful registration of DSC on e-Procurement website <http://etender.up.nic.in> the bidder must ensure that he/she should possess Class-2/ Class-3 DSC issued by any certifying authorities approved by Controller of Certifying Authorities, Government of India, as the e-Procurement website <http://etender.up.nic.in> is presently accepting DSCs issued by these authorities only. The bidder can obtain User Login Id and perform DSC registration exercise as described above even before e-Bid submission date starts. The Purchaser shall not be held responsible if the bidder tries to submit his/her e-Bid at the last moment before end date of submission but could not submit due to DSC registration problem.

- 15.3 The bidder can search for active tenders through "Search Active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-Bid Submission menu. After selecting and viewing the tender, for which the bidder intends to e-Bid, from "My Tenders" folder, the bidder can place his/her e-Bid by clicking "Pay Offline" option available at the end of the view tender details form. Before this, the bidder should download the e-tender document and Price Schedule/Bill of Quantity (BOQ) and study them carefully. The bidder should keep all the documents ready as per the requirements of e-tender document in the PDF format except the Price Schedule/Bill of Quantity (BOQ) which should be in the XLS format (Excel sheet).
- 15.4 After clicking the 'Pay Offline' option, the bidder will be redirected to the Terms and Conditions page. The bidder should read the Terms & Conditions before proceeding to fill in the Tender Fee and EMD offline payment details. After entering and saving the Tender Fee and EMD details, the bidder should click "Encrypt & Upload" option given in the offline payment details form so that "Bid Document Preparation and Submission" window appears to upload the documents as per Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/BOQ) schedules/packages given in the tender details. The details of the Demand Draft or any other accepted instrument which is to be physically sent in original before opening of technical e-Bid, should tally with the details available in the scanned

copy and the data entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted.

- 15.5 Next the bidder should upload the Technical e-Bid documents for Fee details (e-tender fee and EMD), Qualification details, e-Bid Form and Technical Specification details "Section: Technical Specifications" and "Section Price Schedule/BOQ" of e-tender document. Before uploading, the bidder has to select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the bidder should click "Browse" button against each document label in Technical and Financial schedules/packets and then upload the relevant PDF/XLS files already prepared and stored in the bidder's computer. The required documents for each document label of Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/BOQ) schedules/packets can be clubbed together to make single different files for each label.
- 15.6 The bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-Bid documents are digitally signed using the DSC of the bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned bid openers only.
- 15.7 After successful submission of e-Bid document, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The bidder can take a printout of the bid summary using the "Print" option available in the window as an acknowledgement for future reference.
- 15.8 Purchaser reserves the right to cancel any or all e-Bids without assigning any reason.

## **16 Deadline for Submission of e-Bid**

- 16.1 e-Bid (Technical and Financial) must be submitted by the bidders at e-Procurement website <http://etender.up.nic.in> not later than the time **4.00 PM** on 24-12-2012 (as the server time displayed in the e-Procurement website).
- 16.2 The Purchaser may, at its discretion, extend this deadline for submission of e-Bid by amending the e-Bid document, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

## **17 Late e-Bid**

- 17.1 The server time indicated in the Bid Management window on the e-Procurement website <http://etender.up.nic.in> will be the time by which the e-Bid submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-Bid submission date and time is over, the bidder cannot submit his/her e-Bid. Bidder has to start the Bid Submission well in advance so that the submission process passes off smoothly. The bidder will only be held responsible if his/her e-Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during e-Bid submission process.

## **18 Withdrawal and Resubmission of e-Bid**

- 18.1 At any point of time, a bidder can withdraw his/her e-Bid submitted online before the bid submission end date and time. For withdrawing, the bidder should first log in using his/ her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e-Procurement website <http://etender.up.nic.in>. The bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the bidder will be displayed. Click "View" to see the details of the e-Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the bidder has to click "Yes" to the message "Do you want to withdraw this bid?" displayed in the Bid Information window for the selected bid. The bidder also has to enter the bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The bidder has to confirm again by pressing "Ok" button before finally withdrawing his/her selected e-Bid.
- 18.2 The bidder has to request the Purchaser with a letter, attaching the proof of withdrawal and submission of e-Bid security/EMD in the office of Purchaser, to return back the e-Bid security/EMD as per the manual procedure.
- 18.3 No e-Bid may be withdrawn in the interval between the deadline for submission of e-Bids and the expiration of period of e-Bid validity. Withdrawal of an e-Bid during this interval may result in the bidder's forfeiture of his/her e-Bid security.
- 18.4 The bidder can re-submit his/her e-Bid as and when required till the e-Bid submission end date and time. The e-Bid submitted earlier will be replaced by the new one. The payment made by the bidder earlier will be used for revised e-Bid and the new e-Bid submission summary generated after the successful submission of the revised e-Bid will be considered for evaluation purposes. For resubmission, the bidder should first log in using his/her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e-Procurement website <http://etender.up.nic.in>. The bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the bidder will be displayed. Click "View" to see the details of the e-Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e-Bid documents by following the methodology provided above
- 18.5 The bidders can submit their revised e-Bids as many times as possible by uploading their e-Bid documents within the scheduled date & time for submission of e-Bids.
- 18.6 No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

### **(C) e-Bid OPENING AND EVALUATION OF e-Bid**

#### **19(A) Opening of Technical e-Bid by the Purchaser**

- 19.A.1 The Purchaser will open all technical e-Bids, in the presence of bidders' representatives who choose to attend at 4.30 PM on 24-12-2012 at UP Electronics Corporation Ltd, 10 Ashok Marg, Lucknow-226010. The bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the



specified date of e-Bid opening being declared a holiday for the Purchaser, the e-Bids shall be opened at the appointed time and place on the next working day.

19.A.2 The bidder's names and the presence or absence of requisite e-Bid security and such other details as the Purchaser at its discretion may consider appropriate, will be announced at the opening. The name of such bidders not meeting the Technical Specifications and qualification requirement shall be notified subsequently.

19.A.3 The Purchaser will prepare minutes of the e-Bid opening.

## **19(B) Opening of Financial e-Bid**

19.B.1 After evaluation of technical e-Bid, the Purchaser shall notify those bidders whose technical e-Bids were considered non-responsive to the Conditions of the Contract and not meeting the technical specifications and Qualification Requirements indicating that their financial e-Bids will not be opened. The Purchaser will simultaneously notify the bidders, whose technical e-Bids were considered acceptable to the Purchaser. The notification may be sent by letter, fax or by e-mail.

19.B.2 The financial e-Bids of technically qualified bidders shall be opened in the presence of bidders who choose to attend, and date for opening of financial bids will be communicated to the Technically Qualified Bidders subsequently after completion of technical bids evaluation. The name of bidders, Unit Price quoted for various items etc will be announced at the meeting.

19.B.3 The Purchaser will prepare the minutes of the e-Bid opening.

## **20 Clarification of e-Bid**

20.1 During evaluation of e-Bid, the Purchaser may, at its discretion, ask the bidder for a clarification of his/her e-Bid. The request for clarification and the response shall be in writing.

## **21 Evaluation of technical e-Bid and Evaluation Criteria**

The Purchaser will examine the e-Bid to determine whether they are complete, whether they meet all the conditions of the Contract, whether required e-tender fee, e-Bid security and other required documents have been furnished, whether the documents have been properly digitally signed, and whether the e-Bids are generally in order. Any e-Bid or e-Bids not fulfilling these requirements shall be rejected.

**21.1** The bidder should be a branded/Original Equipment Manufacturer (OEM) of "Sony LED 65" TV Model KDL-65HX-925" or their authorized dealer/distributor/supplier, who has been authorized by the OEM to participate in this e-tender. **The e-Bids of bidders who are dealers/distributor/suppliers and have not submitted their authorisation certificates from OEM for this e-tender shall be rejected.**

21.2 All the items quoted should have minimum technical specifications given in the e-tender.



21.3 All e-Bids submitted shall also include the following:

- (i) Filled in form as per Section - Capability Statement.
- (ii) Certified Copies of relevant pages of following documents:
  - (i) The power-of-attorney authorizing the bidder to sign the e-Bid/contract.
  - (ii) PAN number of the company/firm.
  - (iii) Trade tax/VAT registration number of the company/firm.

The e-Bids of the bidders not submitting certified copies of documents mentioned above shall be rejected.

21.11 The e-Bids found to be not responsive to and not fulfilling all the conditions of the contract and not meeting Technical Specifications and Qualification Requirements to the satisfaction of Purchaser shall be rejected and may not subsequently be made responsive by the bidder by correction of the non-conformity. The e-Bids of bidders mentioning any of their conditions which are not mentioned in the e-tender document or are not in conformity with the conditions of the contract shall be rejected.

21.12 It shall be the discretion of the Purchaser to decide as to whether an e-Bid fulfils the evaluation criterion mentioned in this e-tender or not.

21.13 The bidders are advised not to mix financial bid documents with the PDF documents submitted for technical bid. The e-Bids of the bidders having financial bid document in the technical bid will outrightly be rejected.

## **22 Financial Evaluation and Comparison of e-Bid**

22.1 The Purchaser will evaluate and compare the financial rates of individual items quoted in the price schedule/BOQ of e-Bids of those bidders whose technical e-Bids are found responsive as per the conditions of the e-tender only for those items of the bidders which have been technically accepted by the Purchaser.

22.2 No additional payments shall be made for completion of any contractual obligation beyond the quoted prices. If the supplier does not accept the correction of errors if any, its e-Bid shall be rejected and its e-Bid security may be forfeited.

22.3 The Purchaser's evaluation of a Financial bid shall be based on lowest rate quoted excluding VAT of Govt of Uttar Pradesh by the bidder as indicated in the technical specification (Ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and Excise duty on the finished goods, if payable) and price of incidental services and the cost of inland transportation, insurance and other costs within India incidental to the delivery of the goods to their final destination.

22.4 The bidders whose technical bids would be found responsive and meeting the qualification requirements and fulfilling all conditions of the tenders, shall be considered for those items which would be technically accepted by the purchaser and whose schedule-wise bid price quoted are lowest in the bids.

## **23 Contacting the Purchaser**

- 23.1 Except for the required clarifications, no bidder shall contact the Purchaser on any matter relating to his/her e-Bid, from the time of the e-Bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the Purchaser, he/she can do so in writing.
- 23.2 Any effort by a bidder to influence the Purchaser in its decisions on e-Bid evaluation, e-Bid comparison or contract award may result in rejection of the bidder's e-Bid.

## **(D) AWARD OF CONTRACT**

## **24 Award Criteria**

- 24.1 The Purchaser will determine to its satisfaction whether the bidder(s) that is selected as having submitted the lowest evaluated responsive bid meets the criteria specified in the tender document, and is qualified to perform the contract satisfactorily.
- 24.2 The Purchaser will award the contract to the lowest evaluated successful Bidder whose bid has been determined to be responsive to all the conditions of the contract and meeting the Technical specification and qualification requirement of the Bidding Document.

## **25 Purchaser's right to vary Quantities at the Time of Award**

- 25.1 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, depending upon the requirement of end-customer.
- 25.2 If any taxes/duties are increased/ decreased by the Government during the contract period, the same shall be adjusted mutually after submitting the proof by the successful bidder to the Purchaser.

## **26 Purchaser's right to accept any e-Bid and to reject any or all e-Bids**

- 26.1 The Purchaser reserves the right to accept or reject any e-Bid, and to annul the e-Bid process and reject all e-Bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.

## **27 Notification of Award**

- 27.1 Prior to the expiration of the period of e-Bid validity, the Purchaser will notify the successful bidder in writing by letter/e-mail/fax, that its e-Bid has been accepted.
- 27.2 The notification of award will constitute the formation of the Contract.
- 27.3 Upon successful bidder's accepting the terms and conditions for the supply order, and on written request, the Purchaser will promptly return the e-Bid security.

- 29.3 Failure of the successful bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the e-Bid security, in which event the Purchaser may make the award to the next lowest evaluated bidder or call for new e-Bids.



## **Conditions of Contract**

### **1. Definitions**

1.1 In this Contract, the following terms shall be interpreted:

- (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 rates” mean the prices of various items 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, provision of technical assistance and other obligations of the Supplier covered under the Contract;
- (e) “The Purchaser” means the organisation purchasing the goods and the Purchaser is U.P. Electronics Corporation Ltd., 10, Ashok Marg, Lucknow-226001
- (f) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract for the period of one year and supplier is -----  
-----;
- (g) “The Project Site”, where applicable, means the Departments/Institutions of State government located in different cities of U.P., where the equipments will be supplied against the purchase orders of the Purchaser.
- (h) “Day” means calendar day.

### **2. Application**

2.1 These Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

### **3. Standards**

3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications or the higher and when no applicable standard is mentioned, the authoritative standard appropriate to the Goods’ country of origin and such standards shall be the latest issued by the concerned O.E.M. of goods.

### **4. Patent Rights**

4.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

### **5. Replacement of defective item(s)/components**

During warranty/extended warranty period, the defective item (s) or component(s) are to be replaced or repaired whatever required, shall be done by the supplier to the satisfaction of the Purchaser/user department.

## **6. Inspection & Tests**

Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

### **6.1**

- (i) 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 the Conditions of Contract. The Purchaser will test the equipment prior to their delivery at sites in the office/factory of the supplier and the Supplier will dispatch the inspected & tested goods by the Purchaser to the ultimate consignee along with manufacturer's warranty certificate.
- (ii) The acceptance test will be conducted by the Purchaser, their consultant or any other person nominated by the Purchaser, at its option. There shall not be any additional charges for carrying out acceptance tests. The acceptance will involve trouble-free operation during acceptance testing period. No malfunction, partial or complete failure of any part of the equipment should occur. During acceptance tests, the items having the same or higher technical specifications as given in the contract shall only be accepted.
- (iii) Successful conducts and the conclusion of the acceptance test for the installed goods and equipment shall also be the sole responsibility and at the cost of the supplier.

### **6.2**

The inspections and tests will be conducted on the premises of the Supplier prior to delivery of the Goods at final destination. For conducting the inspection and tests at the premises of the Supplier, all reasonable facilities and assistance, including access to drawings and production data shall be furnished by the supplier at no charge to the inspectors of the Purchaser. Supplier shall intimate to the Purchaser indicating that the equipment are ready for inspection and the Purchaser can send their representative for inspection at their premises. After receipt of such intimation from the Supplier, the Purchaser shall arrange for pre-dispatch inspection and test. After the equipment passes in the inspection and tests, the Supplier shall deliver and install the equipment at the respective sites within the given time.

### **6.3**

Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

### **6.4**

The Purchaser's rights to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

### **6.5 Manual and Drawing**

#### **6.5.1**

Before the goods and equipment taken over by the representative of the project site(s), the supplier shall supply operation/user manual together with equipment if any. These shall be in such detail as will enable the Purchaser to operate all the equipment as stated in the specifications.

- 6.5.2 The manual shall be in the ruling language (English or Hindi) and in such form and numbers as stated in the purchase order. Manual may be in CD/DVD Format also.
- 6.5.3 Unless and otherwise agreed the goods and equipment shall not be considered to be completed for the purpose of taking over until such manuals as stated in the purchase order have been supplied to the Purchaser.

## **7. Packing**

- 7.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the purchase order. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into Consideration where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 7.2 The packing, making and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract.

## **8. Delivery and Documentation**

Upon delivery of the Goods, the supplier shall notify the Purchaser and the insurance company by fax the full details of the shipment including purchase order number, description of goods, quantity, name of the consignee etc. The supplier shall mail the following documents to the Purchaser:-

- (a) 3 copies of the supplier's invoice showing goods description, quantity, unit price, total amount;
- (b) Delivery challans duly signed & stamped by the consignee i.e. by the representatives of project sites.
- (c) Manufacturers/Supplier's warranty certificate;
- (d) Goods inspection report.

## **9. Insurance**

For delivery of goods at site, the insurance shall be obtained by the supplier at their cost of the amount equal to 110% of the value of the goods from warehouse of the supplier to the final destinations of installation defined as project site on "All Risks" basis including war risks and strikes. It will be the sole responsibility of the supplier to file the claim, if any, with the Insurance Company immediately after delivery of goods at project sites.

## **10. Transportation**

- 10.1 The Supplier is required under the Contract to transport the Goods to the specified destinations within U.P/other location, as required, defined as Project sites.



## **11. Incidental Services**

- 11.1 The following services shall be furnished and the cost shall be included in the contract rates:
- a. On-site delivery & satisfactory installation of all the items and/or LAN as per purchase order;
  - b. Furnishing all the manuals as per purchase order to the project sites; and
  - c. Maintenance and repair of the equipment at the location during the comprehensive warranty period including the cost of all spares.

## **12. Spare Parts**

Supplier shall carry sufficient inventories to assure ex-stock availability of spares. Supplier shall ensure the availability of all spare parts for after sale service support for a period of at least five years including the onsite comprehensive warranty period of the items.

## **13. Warranty**

- 13.1 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 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.
- 13.2 The warranty shall be comprehensive for the equipments, parts and components. The warranty period are given in column 3 of technical specification. The period of warranty shall be considered from the date of installation and acceptance of goods. If for reasons attributable to the supplier, these guarantees are not attained in whole or in part, the Supplier shall, make such changes, modifications and or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests.
- 13.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 13.4 During warranty period, the defective item or component shall be replaced or repaired whatever required, by the supplier or the service centre authorised by the supplier, to the satisfaction of the user departments.
- 13.5 Period for correction of defects in the warranty period is 48 hrs.
- 13.6 If any items give continuous trouble say two times in one month during the warranty period, the supplier shall replace those items with new one without any additional cost to Purchaser.

### 13.9 **Maintenance service**

13.9.1 The maximum response time for rectification of complaint (i.e. time required from supplier's maintenance engineer to report at the installation site after a request call/fax is made or letter is written) shall not exceed 24 hours.

## 14. **Payment**

Payment for Goods and Services shall be made in Indian Rupees as follows:

- (i) **On Delivery:** - Ninety percent (90%) of the total price of all the goods given in the purchase order shall be paid by the Purchaser on back-to-back arrangement upon receipt of payment from the user department to the supplier or his authorized dealer given in the e-tender on receipt of all the inspected & tested goods at project sites and upon submission of the documents.
- (ii) **On Installation:** - The remaining ten percent (10%) amount of the order value of the goods received shall be paid to the supplier as promptly as possible after successful installation of all the items and submission of all installation reports duly signed & stamped by the representatives of all the project sites, on back-to-back arrangement upon receipt of payment from the user department. The T.D.S. as applicable will be deducted from this payment on the value of installation and warranty service charges quoted by the supplier in their e-Bid. Any other dues/outstanding shall also be recovered from this payment.
- (iii) The department for which UPLC is asking bids in this tender has not provided cost of equipments in advance to UPLC. It has informed that they will provide the money only after successful delivery and installation of the ordered items, hence UPLC shall pay the amount against delivery and installation of the ordered items, to successful bidders only after same is received by UPLC from the concerned department.

## 15. **Prices**

15.1 Prices payable to the Supplier as stated in the Contract shall remain fixed during the performance of the contract. However, in the event of any increase/decrease in Government taxes/duties as applicable at the time of delivery, the prices shall be adjusted at the time of payment on submission of their proof by the supplier to the Purchaser. In case during the period of the supply, the equipments of the same specifications are being supplied in other departments on the lower rate (within a previous period of six months) by the supplier, the supplier will have to supply those equipments with matching price. In case at the time of delivery of the equipments, higher specification equipments on the same price as quoted/approved in the e-Bid by the supplier are being supplied to other department (s), the supplier will have to supply the higher specification equipments on the quoted/approved rates.

**16. Change Orders**

16.1 The Purchaser may at any time, by written order given to the Supplier make changes within the general scope of the Contract in any one or more of the following:

- (a) technical specifications where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipping or packing;
- (c) the place of delivery; and/or
- (d) the Service to be provided by the Supplier.

16.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within seven (7) days from the date of the Supplier's receipt of the Purchaser's change order.

**17. Contract Amendments**

17.1 Subject to condition of contract, no variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.

**18. Assignment**

18.1 The Supplier shall not assign, in whole or in parts its obligations to perform under the Contract to any other firm except with the Purchaser's prior written consent.

**19. Delivery of the Goods and Delay in the Supplier's Performance**

19.1 The inspection and test of the equipment shall be carried out by the Purchaser prior to its dispatch by the Supplier at final destination and for this purpose, the Supplier shall intimate to the Purchaser that the equipments are ready for inspection and test. After receipt of such intimation from the Supplier, the Purchaser will arrange the inspection and test of the equipments at the premise of Supplier. After the equipment pass the test, the items which are inspected and accepted during acceptance testing by the Purchaser shall be packed by the supplier and the representative of Purchaser will put a unique number, their seal and signature on each of the packet. The Supplier shall deliver the sealed unbroken packets to the project sites and install the systems and all other items at the respective sites within the specified time schedule.

19.2 If at any time during performance of the Contract the Supplier should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Purchase order.

19.3 Except as provided under conditions of contract clause 22 of the Contract, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to conditions of Contract unless an extension of time is agreed upon pursuant to conditions of Contract without the application of liquidated damages.

## **20. Termination for Default**

20.1 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/Purchase Order, or within any extension thereof granted by the Purchaser or

(b) if the Supplier fails to perform any other obligation(s) under the Contract or Purchase Order.

20.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to the conditions of contract clause no. 21.1 above, Purchaser may procure, upon such terms and in such manner as it deems appropriate. Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the supplier shall continue the performance of the Contract to the extent not terminated.

## **21 Termination for Insolvency**

21.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

## **22 Settlement of Disputes**

22.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

22.2 If, the parties have failed to resolve their dispute or difference by such mutual consultation within 30 (thirty) days,, then aggrieved party may give notice to 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.

22.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

22.4

22.4.1 In case of dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be referred to Sole Arbitrator, the Principal Secretary/Secretary, IT & Electronics Department, Govt of U.P. or his nominee, to decide the dispute both in case of foreign supply as well as Indian supply. The provision of Arbitration and Conciliation Act, 1996 shall apply.

22.4.2 Arbitration proceedings shall be held at Lucknow, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English or Hindi.

22.4.3 The decision of the Sole Arbitrator or his nominee shall be final and binding upon both parties. The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrator. However the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings shall be borne by each party itself.

22.5 Notwithstanding any reference to arbitration herein.

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due to the Supplier.

## **23 Limitation of Liability**

23.1 Except in cases of criminal negligence or willful misconduct, and in the case of Infringement above.

- (a) the Supplier shall not be liable to the Purchaser, whether in contract tort, or otherwise, for any indirect or consequential loss of damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay liquidated damages to the Purchaser; and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total value of items ordered under this Contract provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **24. Governing Language**

24.1 The Contract shall be written in English or Hindi language. English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

## **25 Applicable Law**

The Contract shall be interpreted in accordance with the laws of the Union of India.



**26 Notices**

26.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by e-mail or by fax and confirmed in writing to the other Party's address. For the purpose of all notices, the following shall be the address of the Purchaser and Supplier

Purchaser: U.P. Electronics Corporation Ltd,  
10, Ashok Marg,  
Lucknow (U.P.) - 226 001

Supplier: (To be filled in at the time of Contract execution)

.....  
.....

26.2 A notice shall be effective when delivered or on the notice's effective date whichever is later.

**27. Taxes and Duties**

27.1 Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits etc. incurred until delivery of the contracted Goods to the Purchaser.

**29. Patent Right**

In the event of any claim asserted by a third party of infringement of copy right, patent, trademark or industrial design rights arising from the use of the Goods or any parts thereof in the Purchaser's country, the supplier shall act expeditiously to extinguish such claim. If the supplier fails to comply and the Purchaser is required to pay compensation to a third party resulting from such infringement, the supplier shall be responsible for the compensation including all expenses (court costs and lawyer fees etc). The Purchaser will give notice to the supplier of such claim, if it is made without delay.

**30. Site Preparation and Installation**

Incharge of the project site is solely responsible for site preparation in compliance with the technical and environmental specifications defined by the supplier. The incharge of project site will designate the installation site before the scheduled installation date to allow the supplier to perform a site inspection to verify the appropriateness of the sites before the installation of the equipments.

**31. Transfer of the Rights of the Purchaser**

All the items are purchased by the Purchaser on behalf of various offices/ institutions of Government of Uttar Pradesh for whom equipment/materials are being procured. Till successful installation and commissioning of all the items, the purchaser will be responsible for monitoring of the observance of the clauses under this contract. After successful installation & commissioning of all the items, all the rights, duties and obligations of the Purchaser under this contract, shall be exercised by the various offices/ institutions of Government of Uttar Pradesh.





**SECTION III : TECHNICAL E-BID**

- III(A) e-Bid FORM
- III(B) SCHEDULE OF REQUIREMENTS
- III(C) TECHNICAL SPECIFICATIONS
- III(D) QUALIFICATION REQUIREMENTS
- III(E) : CAPABILITY STATEMENT

**SECTION III (A) : e-Bid FORM**

Date : .....  
IFB No.:.....

To :  
The Managing Director,  
U.P. Electronics Corporation Ltd.,  
10, Ashok Marg,  
Lucknow (U.P.) - 226 001

Dear Sir:

Having examined the e-Bid Documents, we, the undersigned, offer to supply and deliver ..... (*Description of Goods and Services*) in conformity with the said e-Bid Documents and hereby undertake that we accept all the Conditions of the Contract (Section II) of the e-Bid Document and will supply the equipments as per the Technical Specifications (Section III(C)) of the e-Bid documents for the defined Govt Departments. We further undertake that we fulfill the Qualification Requirements and for this purpose we enclose the particulars of our organization such as legal status, details of experience and past performance, service support details, capability statement and the required e-Bid security/ EMD for Rs 20,000/- (Rupees Twenty Thousand only) in the form of Demand Draft/Banker's Cheque, pledged in favour of U.P. Electronics Corporation Ltd., Lucknow, is furnished with this e-Bid form.

We further undertake, if our e-Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements (

We agree to abide by this e-Bid for the e-Bid validity period as specified Tender Document and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until the contract is executed , this e-Bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us. All the terms and conditions of the e-tender Document are acceptable to 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 1998".

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

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

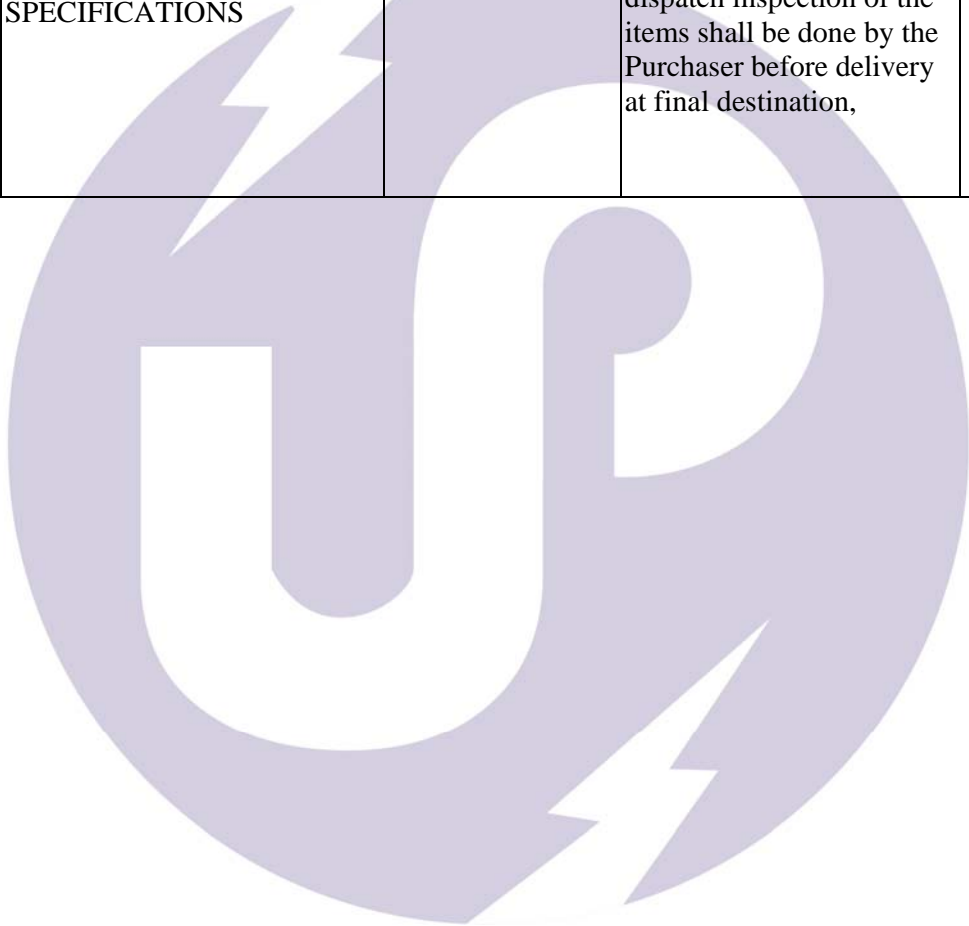
\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(in the capacity of)

**Duly authorized to sign e-Bid for and on behalf of** \_\_\_\_\_

**SECTION III (B) : SCHEDULE OF REQUIREMENTS**

Item Code	Brief Description	Destination	Delivery Schedule	e-Bid Security
	As per the details given in the SECTION III (C) TECHNICAL SPECIFICATIONS	State Government Department of Uttar Pradesh	"Sony LED 65" TV Model KDL-65HX-925" shall be delivered and installed within one week from the date of issue of the purchase order The pre dispatch inspection of the items shall be done by the Purchaser before delivery at final destination,	Rs 20,000/- (Rupees Twenty Thousand)



## SECTION III (C) TECHNICAL SPECIFICATIONS

### FOR A STATE GOVERNMENT DEPARTMENT OF UTTA PRADESH

Sl No	Required Items with Technical Specifications	Warranty Period (In Years)	Quantity	Make & Model	Compliance	Deviation (Specify)
<b>A</b>	<b>Schedule A</b> <b>Note: Make/ Model mentioned as per requirement of the Department.</b>					
1	<b>"Sony LED 65" TV Model KDL-65HX-925"</b>	One Year	03			

#### IMPORTANT NOTICE

(Applicable for all Technical Specifications)

1. In case the bid of any bidder is accepted and at later it is found that the specifications of any item does not match with the "Technical Specifications" given in this tender document, the purchaser may ask for the product of its choice. If the bidder/supplier does not agree to it, the purchaser shall cancel the bid/contract/order of particular item and the EMD/Security amount deposited in any form to the purchaser by the bidder/supplier may be forfeited.
2. The bidder has to specify the make/model of all the quoted items. In case bidder does not specify the specific make/model, the buyer may ask for a make/model of its choice. If bidder does not accept it, his bid shall be rejected.
3. The bidder may quote higher configuration available at present, but no weightage will be given.
4. The bidder may quote various make & model on same price for any item for which he has authorization from their OEM. However, it shall be the choice of purchaser to choose make and model amongst quoted make/models. The bidder cannot opt their choice.

Date:

Place:

Signature and seal of the Bidder

### **SECTION III(D) : QUALIFICATION REQUIREMENTS**

1. The bidder should be the OEM of the "Sony LED 65" TV Model KDL-65HX-925" or their authorized dealer/distributor/supplier who has been authorized by the OEM to participate in this tender.
2. All the items quoted should have minimum technical specifications given in the tender.
3. The bidder's firm should not be black listed by any State/Central Government Departments/Organisations/Institutions.
4. The bidder should have relevant documents for the following:
  - (i) The power-of-attorney authorizing the bidder to sign the e-Bid/ contract.
  - (ii) PAN number of the company/firm.
  - (iii) Trade tax/VAT registration number of the company/firm.

**SECTION III (E) : CAPABILITY STATEMENT (CS)**

1. (a) Name and complete mailing address of the business/sales office of the bidder.

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(b) Name of Authorised Official

(c) Phone:

(d) Fax:

(e) E-mail:

(f) Principal place of business

(g) Website of Bidder's Firm

2. Strength of business/sales office of bidder:

(i) No. of Marketing personnel:

(ii) No. of Technical personnel:

(i) No. of Service Engineers

(ii) No. of Supporting personnel:

3. Classification  Manufacturer(OEM)/ or authorized Dealer/Agent/Supplier

4. Complete mailing address of manufacturing plant of OEM:

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5. Type of equipment manufactured and supplied by OEM during the last 3 financial years:-

Year	Name of equipment	Capacity/Size	Nos. Manufactured	Nos supplied in India

6. Turnover of the bidder's company in last three financial years: **(Please fill the figures. Do not quote "As per enclosures")**

Financial year	Turn Over Rs. in crores	Profit Rs. in crores (after taxation)	
2007-08			
2008-09			
2009-10			
2010-11			

7. (a) Whether the e-Bidder has a manufacturing unit in the state of Uttar Pradesh (Yes/No)

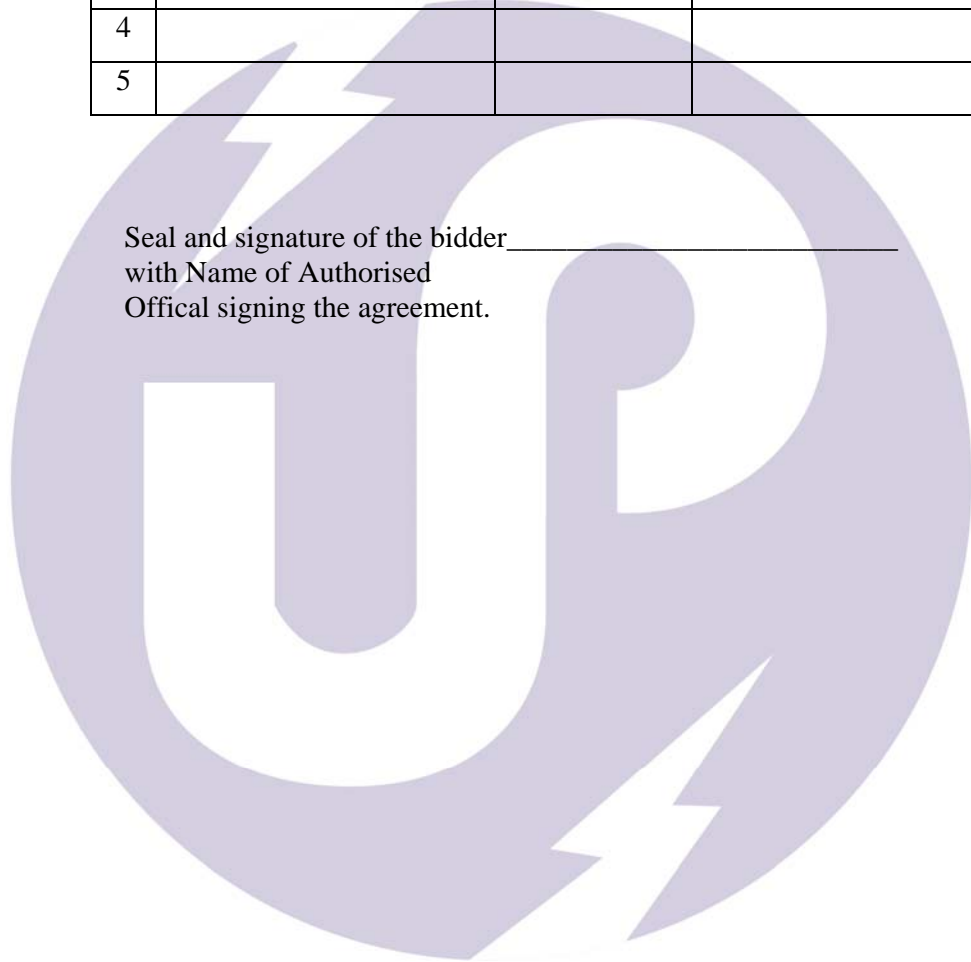


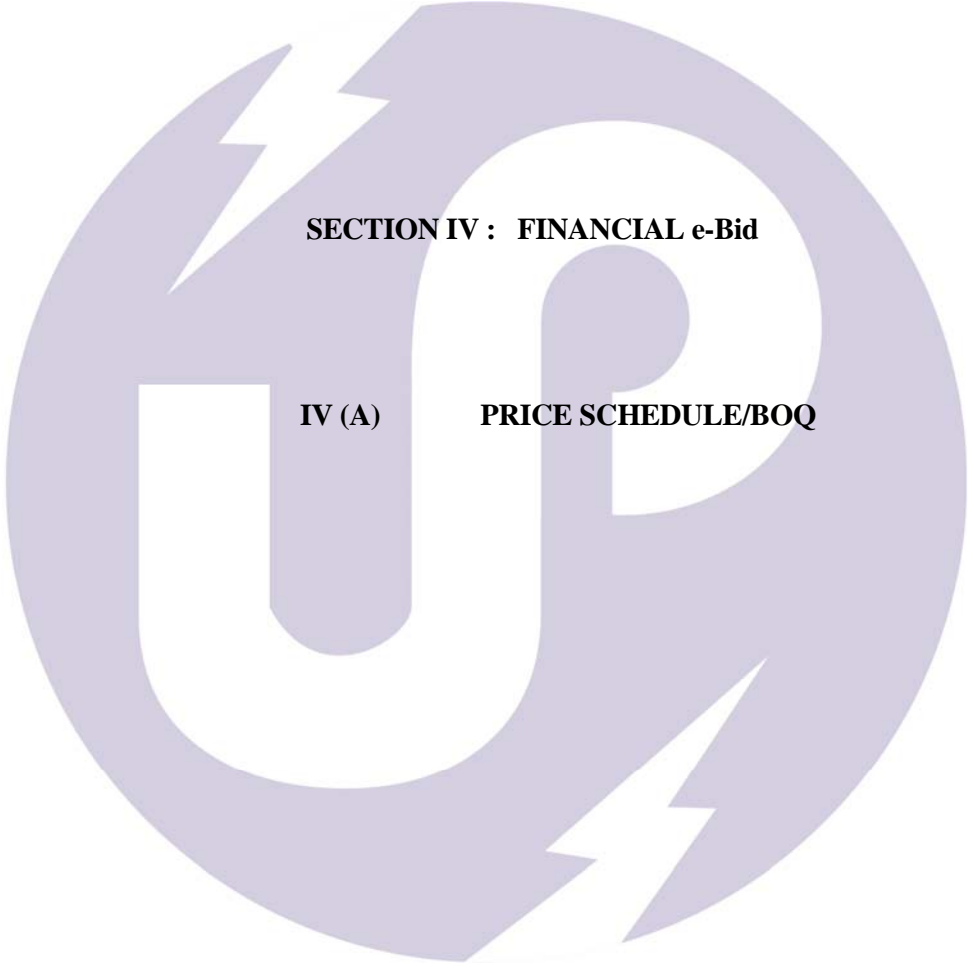
(b) If yes, name of items alongwith item code of e-tendered items which have been manufactured by your firm and quoted in this e-tender.

8. Details of Service Centres of the e-Bidder in Uttar Pradesh only:

Sl No	Address of Service Centre	Name and Contact No of Service Engineer	Details of supporting documents submitted for proof of Service Centre
1			
2			
3			
4			
5			

Seal and signature of the bidder \_\_\_\_\_  
with Name of Authorised  
Offical signing the agreement.





**SECTION IV : FINANCIAL e-Bid**

**IV (A)**

**PRICE SCHEDULE/BOQ**

**SECTION IV (A) :PRICE SCHEDULE / BOQ**

Note: Evaluation for bids shall be done schedule wise based on total bid price (excluding VAT), received for all items for that schedule

Sl No	Required Items with Technical Specifications	Warranty Period (In Years)	Quantity	Basic Price including Excise, Service Charge, Installation & Warranty Charges (Rs)	VAT (%)	VAT Amount (Rs)	Unit Price with VAT (Rs) (5+6)	Total Price without VAT (Rs) (5x4)	Total Price with VAT (Rs) (8x4)
1	2	3	4	5	6	7	8	9	10
<b>A</b>	<b>Schedule A:</b> <b>Note: Make/ Model mentioned as per the requirement of the Department.</b>								
1	"Sony LED 65" TV Model KDL-65HX-925"	One Year	03						