

**U.P. RURAL INSTITUTE OF MEDICAL SCIENCES & RESEARCH**  
**SAIFAI (ETAWAH) – 206 301**

04303200702301

**Tender No. : 08/RIMS&R/CAC-Deptt. /11-12**

**Number of Pages : 18 + Annexure I (1-2)**

**Tender Fee : ` 500/- ( Five Hundred) Only  
(Non Refundable)**

**Date of Submission : As per NIT Schedule**

**Date of Opening : As per NIT Schedule**

***Date of Opening: Please go through the terms and conditions of this non-transferable tender documents thoroughly and offer your best rates by quoting tendered items and sl. no. duly typed or legibly written, signed & stamped.***

**Address for communication:**

**CAC(IT) Dept.**

**Room No 144, Adm. Block**

**UP Rural Institute of Medical Sciences & Research,**

**Saifai, Etawah – 206 301 (UP)**

**Tel. - : 05688 – 276594, Fax: 05688 – 276509**

**BroadBand Implimentation**

# **INDEX-SHEET**

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**U.P. RURAL INSTITUTE OF MEDICAL SCIENCES & RESEARCH**

SAIFAI, ETAWAH-206 301

**Ph. No. 05688-276529, Fax: 05688-276569**

Website: [www.rimsnr.ac.in](http://www.rimsnr.ac.in)

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Ref. No. 08 /RIMS&R/CAC-Deptt./11-12

Dated: 24, Feb, 2011

**NOTICE INVITING SHORT TERM TENDER**

Short term tenders are invited from the BIDDERS for planning, commissioning and implementation of the Internet broadband connectivity system for the Institute. For all details please visit Institute's website: [www.rimsnr.ac.in](http://www.rimsnr.ac.in).

Name of Work	T. No.	EMD Amount (In `)	Sale of Tender Documents	Last date for sale of tender documents	Last date of submission of completed tender documents	Opening of technical bids
planning, commissioning and implementation of the Internet broadband connectivity system	<b>Ref. No.: 08 /RIMS&amp;R/CAC-Deptt./11-12</b>	21000/-	26/02/ 2011	12/03/2011	13/03/2011 (1600 Hrs)	14/03/2011 (1500 Hrs)

The tender can be obtained during working hours from the Room No 144, CAC(IT) Dept. on payment of non refundable tender cost of ` 500.00 (**Five Hundred Only**) in the shape of demand draft drawn in favour of **“Finance Officer” UPRIMS&R, Payable at Saifai (Etawah)** alongwith an application on firm's letter head. The tender documents can also be downloaded from the Institute website: [www.rimsnr.ac.in](http://www.rimsnr.ac.in) and can be submitted alongwith the tender cost of ` 500.00 only in the form of Demand Draft/pay order as narrated above and should be enclosed with desire amount of EMD. In case the tender documents are required through post/courier, ` 100.00 (**One Hundred**) only may be added as postal charge.

In case the date mentioned above is declared Government Holiday, the date shall automatically be shifted to next working day. Offers received within the stipulated period only be considered. Institute shall not be responsible for any postal delay.

Director reserves the right to accept or reject/cancel any tender in part or full without assigning any reason thereof.

Please visit the Institute's Website: [www.rimsnr.ac.in](http://www.rimsnr.ac.in) for more information.

**(Dr. (Brig.) T. Prabhakar)**  
**Director**

To,  
The Director,  
UP RIMS&R,  
Saifai, Etawah – 206 301.

**Subject: Tender Enquiry No.: /RIMS&R/ CAC-deptt./11-12**

**Sir,**

I have gone through the terms and conditions laid down in the tender documents and accept the same.

I am hereby submitting the technical bid and enclosing the documents as per details given below:

**CHECK LIST**

<b>S.No.</b>	<b>Name of Documents</b>	<b>Page No. (From-To)</b>
1.	Cost of Tender documents (If downloaded the tender documents from Institute website within NIT schedule) (DD No/Pay Order _____ date _____ Issuing Bank _____ for ` 500.00	.....
2.	Details of EMD-TDR/FDR No. _____ date of issue _____ Name & address of Bank issuing TDR/FDR _____ amounting to ` ..... This EMD is being Enclosed along with the technical bid)	.....
3.	List of procurement agencies of repute to whom the tendered products have been supplied during last twelve months with proof.	.....
4.	Non conviction/No pending conviction certificate on Non Judicial stamp paper issued by Notary.	.....
5.	Attested copies of audited balance sheet/certificate issued by the Banker/Chartered Accountant for preceding two years to know financial status of the tenderer.	.....
6.	Attested copies of CST/VAT registration	.....
7.	Attested copies of PAN (Permanent Account Number)	.....
8.	Tender Documents duly signed on all pages	.....

**Certified that each and every page of the tender documents are serially numbered and signed by me.**

**Yours faithfully,**

<b>SEAL OF THE TENDERER</b>
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**Name of the authorized  
Signatory**

**Designation**

**Name of the company (Tenderer)**

## **DETAILS ABOUT TENDERER**

### **(General & Financial)**

1. (a) Name of the Tenderer : .....
- (b) Status of the Tenderer : .....
- (i) Manufacturer/Importer: .....
- (ii) Proprietorship/ : .....  
Partnership/Company
2. Full Postal Address : .....  
.....  
.....
3. Telephone No. : .....
4. Mobile No. : .....
5. Fax No. : .....
6. E-mail Address : .....
7. **Name of the persons who are responsible for conduct of ss:-**

<b>Sl. No.</b>	<b>Name</b>	<b>Father's/Husband's Name</b>	<b>Age</b>	<b>Residential Address</b>

8. (a) Names of procurement agencies with whom : .....  
the tenderer is registered .
- (b) Names of procurement agencies to whom : .....  
Items have been supplied during last 12 months: .....  
(Substantial copies of supply order to be enclosed)
- (c) Has the tenderer ever been black listed/debarred: .....  
by any procurement agency? If yes give details.

## **DETAILS ON FINANCIAL ASPECTS**

**9 Financial Status (Annual Turn Over) of the tenderer. Please furnish attested copies of audited balance sheet/certificate by the Banker/ Chartered Accountant for preceding three years to know financial status of the tenderer.**

**10. Financial details ( In Lacs)**

- (a) Annual Turn Over :**
- (b) Facilities available from Bank :**
- (i) Over draft facilities :**
- (ii) Over draft facilities against Hypothecation :**
- (iii) Others :**

**11. Name and address of the Banker :**

**12. Name and address of the Chartered Accountant :**

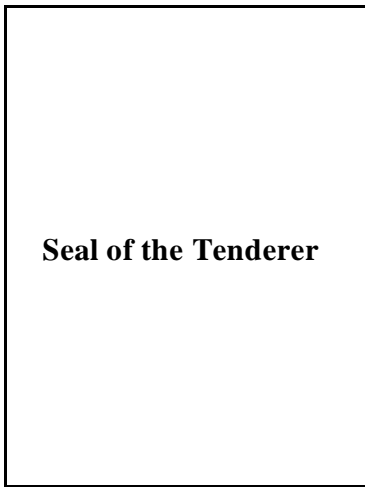
**13. Furnish the following information with documents:-**

- (i) Income Tax PAN :**
- (ii) Central Sales Tax Registration :**
- (iii) VAT Registration No. :**
- (iv) Service Tax Registration No. :**

**14. Name and address of the Billing Agency /Distributor/Dealer, if any :**

**DECLARATION**

I \_\_\_\_\_ Prop/Partner/  
Director of M/s \_\_\_\_\_ hereby  
declare that the information given in this Tender is true and correct to the best of  
my knowledge and belief.



**Signature and Name of the  
Authorized Signatory**

**Designation**

**Date**

**Place**

**Warning: Subsequently, if information furnished in thi tender found incorrect,  
tenderer is liable to be penalized including the Blacklisting.**

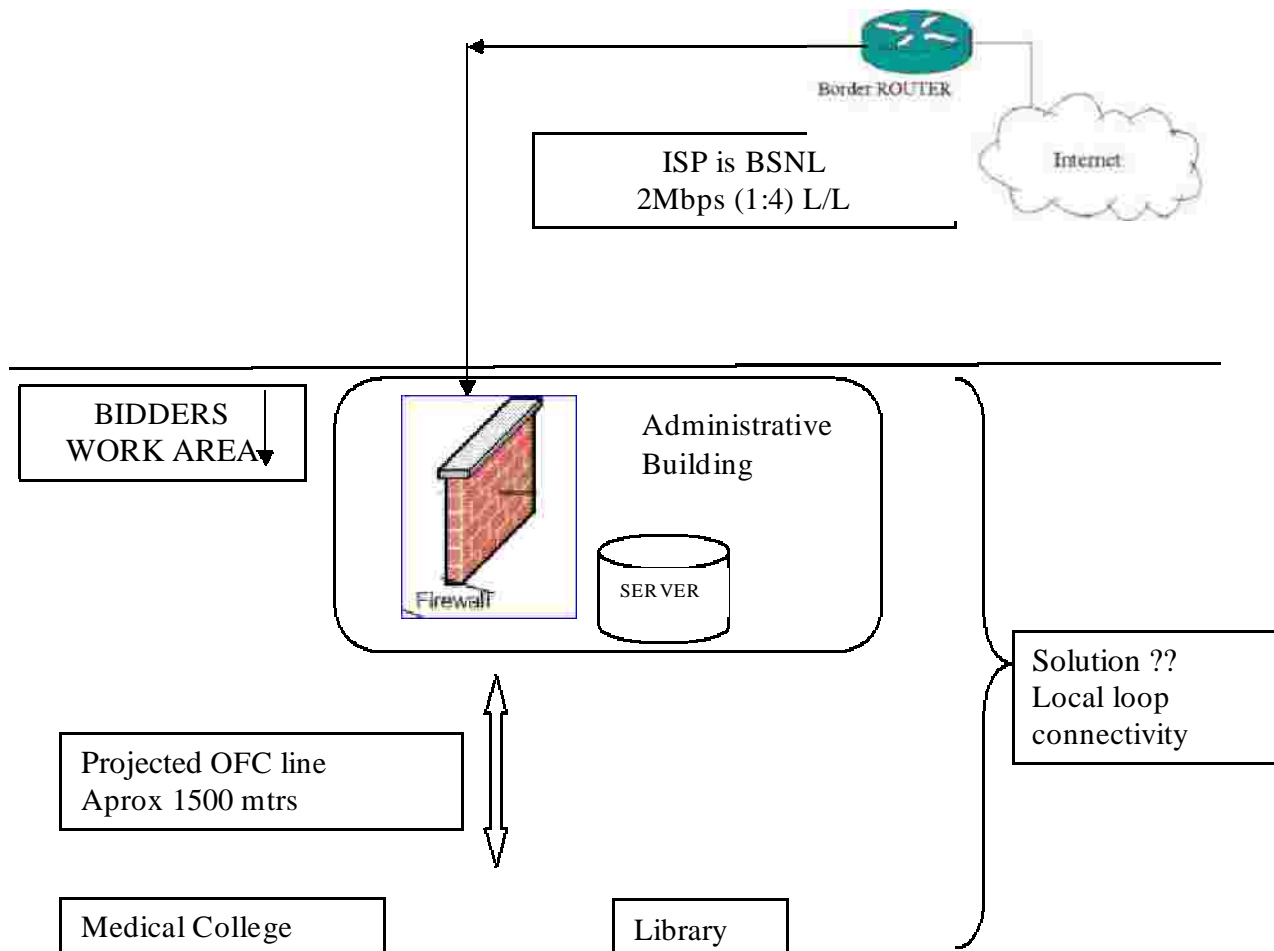
# Section – 1 INTRODUCTION

## 1. Introduction

a) UPRIMS & R has planned to establish the broadband Internet connectivity system & Implementation at Administrative building, Medical College & Library premises few meters apart from each other.

b) UP RIMS&R is looking BIDDERS for a **local loop Network connectivity** system based on a high capacity\* ( 2 Mbps L/L (1:4) ), IP services (\* **ISP provider is BSNL, ETAWA for above purpose**) oriented system. The system should employ internet surfing, Telnet ready Server, e-mail ready Server and data technology to support high-speed video over IP services too. The network users should be provided with a local loop network connection that is always on.

## 2 Architecture



## **Section – 2**

### **Scope of Work**

#### **2. Scope of work**

The minimum specified scope of work to be undertaken by the BIDDER is to be performed as per the specifications and conditions mentioned in the different parts of this document, any further amendments issued in this regard and the contract to be signed by the BIDDER subsequently.

(i) The scope of work include design and engineer a network based local loop system for the approx. **150 workstation** and should provide turn-key solution for the premises and include any missing item(s) notwithstanding the detailed Bill of Material (BOM) for the successful end to end implementation.

(ii) The System should facilitate flawless internet and controlling of all nodes by the authorized Administrator. System should provide inter-operability of hardware, Operating System, software, networking, printing, database connectivity, reporting, and communication protocols. Solution should be provided at the existing workstation.

(iii) The broad system architecture include wired OFC broadband connectivity for backbone of the network, IP based wired workstations for control and back end equipment.

(iv) Supply, installation and commissioning of requisite hardware and software for the local loop connection with the server at Administrative Building.

(v) The BIDDER for successful completion of project shall provide the details of poles and fixtures required for each location. All the fitting should be under ground where ever possible.

(vi) Components are required to be installed at various locations along with all the necessary components (Router, switches, faceplate, LIU, AIU, CAT6 cables etc) to make a complete functional IP system based on connectivity.

(vii) The requirement mentioned calls for a complete working system and not components thereof. Bids must be complete with all equipment and Proposal required accessories along with necessary power systems including and fitting hardware, plugs, sockets and any hardware/software, etc. as required for complete installation of the System under this contract.

(viii) Management of the project for minimum 3 ( Three ) years comprehensive warranty which includes maintenance and management of the equipment/infrastructure and software installed and commissioned for end to end services.

(ix) The successful BIDDER is required to conduct a detailed site survey with regard to the line of sight and feasibility as the system is based on L/L (1:4) broadband connectivity and shall submit the project plan that should include the following:

(a) Site survey report, connectivity diagrams for all the locations.

(b) Document giving the details of methodology using the best practices of the industry for the connectivity and optimized configuration for network devices to be installed and configured under this project as well as details about methodology to be used for Project Management, and Service Level Management.

## **2.1 Scope of Supply**

(i) The successful BIDDER shall supply all hardware which includes cable equipment, IP system, and requisite software as per specifications & configurations mentioned.

(ii) Further, the successful BIDDER must not bid/supply any equipment that is likely to be declared end of sale/obsolete/outdated within one year from the date of supply. The successful BIDDER would be required to replace all such equipment with latest and at least of equivalent configuration. The successful BIDDER shall submit an undertaking from OEM in this regard to the tenderer.

(iii) The successful BIDDER shall be responsible for end-to-end implementation of connectivity of all the locations under this RFP and shall quote and provide/ supply any item(s) of latest make and model not included in the bill of materials, but required for successful implementation and commissioning of the system as well as its management. For such item(s), which have not been quoted by the successful BIDDER in the bid, but are required for successful completion of the project, the tenderer shall not pay the same.

(v) The supply of all the installation material/accessories/ consumables necessary for the installation of the systems.

## **2.2 Scope of installation, commissioning & system integration**

(i) The scope of installation, commissioning & system shall mean to install, configure and integrate the following (but not limited to), adhering to essential working measures.

a) Carry out installation of active components, passive components and accessories supplied as per standards for successful integration and implementation of the systems at each site connected under this RFP.

b) Configuring and fine-tuning of subsystems to achieve overall optimal network performance and highest functionality.

c) The components to be installed and configured shall include but not limited to:

- ✓ **Router/Switches/ AIU/LIU Equipment/network units/concealed pipes etc**
- ✓ **Erection of mast/poles/digging**
- ✓ **At Workstation NIC level connectivity**
- ✓ **Cables /OFC/Cat-6 etc.**
- ✓ **Firewall solution at server (at Server)**
- ✓ **System ready Telnet & proxy e-mail.**
- ✓ **All patches and updates shall be provided by the successful BIDDER during the currency of the contract.**

(ii) Carrying out all general tests such as Power on test on delivery, pre-installation checks to ensure correct connections, completeness of system documentation etc. The system should be certified from third party/in-house committee, which should be approved/ constituted by UPRIMS&R

(iii) The successful BIDDER shall not cause any damage to UPRIMS&R buildings/other premises/property, if any damage occurs, the successful BIDDER will perform restoration. Trenches, path/road cutting, etc. will be filled and restored to the original condition immediately after laying of the conduit/cable/erection of mast etc. The successful BIDDER if required shall also plug conduits and entrance holes with suitable sealing material, where the cable has been laid.

(iv) The system shall be subjected to inspection at various stages. The successful BIDDER shall follow all Safety Regulations and practices.

(v) BIDDERS shall spell out various tests that are being proposed to be carried out for demonstrating the functionality of the solution.

(vi) The successful BIDDER shall provide 3 years comprehensive warranty for all the components including hardware, software, etc. as per RFP for a period of Three Years from the date of the issuance of Final Acceptance Certificate. Network active components shall have a warranty of 3 years and passive components shall have a performance warranty of 3 years. Any delay for acceptance caused by the successful BIDDER will result in automatic extension of the total warranty period as well as the facility management period by the same period.

(viii) The requisite connectivity shall be arranged by successful BIDDER. The successful BIDDER shall be responsible for the commissioning and maintenance of the circuits.

**(ix) Civil works:**

The requisite space shall be provided by UPRIMS&R at all locations.

- a) The successful BIDDER shall have to undertake the cabling/erection of mast/fixing of poles etc. as per the requirement.
- b) Civil works including digging etc., if any, required for providing end to end connectivity will be the responsibility of the successful BIDDER.
- c) The successful BIDDER shall be responsible for restoring the areas to its original condition wherever, civil work such as digging if any has been undertaken by him for end to end implementation of the system.

**(x) Electrical works:**

- a) Electrical cabling up to the equipment to be kept at each location, rack etc. as the case may be shall be the responsibility of the successful BIDDER.
- b) Carry out installation and configuration of the electrical components as per the standards.
- (xi) The quantity of passive items if any shall be verified by the concerned official at each locations.

**2.3 Scope of Training:**

Detailed training for operation and management of equipment/infrastructure to 3 officials at each installation location to the satisfaction of the UPRIMS&R and shall be mandatory so that UPRIMS&R officials can handle the equipment/infrastructure, once the project management period is over.

- (i) The successful BIDDER shall impart hands on training with detailed course material on the installed equipment covering at least the following:-
  - a) Configuration and operation of Networking Equipment, router and other equipment under the project.
  - b) Network management software etc.
  - c) Trouble shooting and preventive maintenance
- (ii) The training shall be carried out for an adequate period as acceptable to UPRIMS&R. The detailed training programme shall be submitted by the successful BIDDER.

## **2.4 Scope of Acceptance Testing:**

- (i) The acceptance tests for the sites shall be carried out in accordance to a pre-agreed methodology.
- (ii) The above said acceptance test shall be conducted at each location by a committee comprising of officers from UPRIMS&R and BIDDER.
- (iii) BIDDER along with UPRIMS&R will prepare detailed Acceptance Testing Plan (ATP) including test parameters, commitments etc. which shall be acceptable to the successful BIDDER for each of the site components. The test parameters, commitments etc. as decided & approved by the tenderer shall be final and binding on the successful BIDDER.
- (iv) The successful BIDDER shall ensure that the cabling and crimping/termination is done in accordance with the industry standards and supported by the Original Equipment Manufacturer (OEM) fully tested and certified for operations.
- (v) All the functionality, features and configuration relevant to his project shall be documented and demonstrated by the successful BIDDER to the tenderer.

## **SECTION – 3 TECHNICAL REQUIREMENT**

### **3. Technical Requirement**

#### **3.1 General**

The technical specifications in this section are the minimum suggestive specifications.

- i) Bids not meeting these minimum suggestive technical specifications are liable to be rejected. In case the equipment quoted exceeds/differ with the RFP technical specifications, the same should be clearly mentioned along with justification.
- ii) The BIDDER can indicate missing components, if any, that may be considered necessary in his bid to implement and operate the facility to meet the required objectives of the project as has been laid down in this document.
- iii) The BIDDER will offer equipment that will best accommodate and meet the present and future requirements of UPRIMS&R.
- iv) The equipment supplied should tolerate Indian power and weather conditions. Further, all equipment shall comply with the applicable power and safety standards.
- v) BIDDER to specify required line voltage, voltage tolerance, frequency tolerance, max. Current consumption, max power consumption, maximum operating temperature, maximum operating humidity for each equipment.

vi) One set of service and operation/instruction manual is required to be supplied with each equipment.

vii) Successful BIDDER shall maintain necessary inventory of spares for smooth uninterrupted networking operations of these locations.

viii) The Successful BIDDER shall provide patches, updates and upgrades of all the supplied software free of cost for three years.

ix) All the equipments should be new and of the prevailing/current standard production of the manufacturer at the time of the proposal and shall not bid/ supply any equipment that is likely to be declared end of sale with one year of the date of the supply of the said equipment.

x) The successful BIDDER is required to supply the latest version of software, providing all the features enumerated in this specification, at the time of award of contract. Equipment must be compatible with other Network vendor equipment. The principal vendor of products/equipment supplied under this project should relevant quality certifications such as ISO 9001 and all the products should be certified by the original manufacturers.

xi) **Local cabling** - Every connection to the local network should be through Category 6 Unshielded Twisted Pair (UTP-CAT-6) (or better) and 100 Mbps (or faster), but compatible with overall infrastructure. All cables should be laid down within the conduit pipes (of appropriate size) and the same should be tightly clamped on the wall. All the Local Area Network should be configured such that it should the bandwidth of 100 Mbps within the LAN.

### **Pre-Qualification Criteria**

The tenderer should clearly indicate, giving explicit documentary evidence, with respect to the following, in absence of which the proposal will be rejected summarily at pre-qualification stage.

The bidder should:

(i) be a reputed, established and reliable System Integrator (SI).

(ii) Shall be a leading OEM/their authorized supplier of equipment to be supplied, particularly with the OEM of high-end enterprise class servers for UNIX / Linux.

(iii) have its own maintenance and support infrastructure facilities in India including but not limited to adequate technical manpower and support centers.

(iv) possess capability to support the infrastructure a 24 x 7 x 365 basis and should be able to commit to serving the Department for at least 7 years.

(v) have at least 5 (five) years of proven experience of serving IT markets in India or abroad in the areas of System Integration, Support and Application Maintenance services. Documentary proof of which should be furnished.

(vi) have proven experience of supply, installation, integration, commissioning and maintaining at least 2 (two) installations in India of similar goods and services.

(viii) have annual turn over through **System Integration services** not less than **Rs. 5 crores** in last 3 Financial years. For this purpose last financial year would be considered as the one ended on 31.03.2010. If the turnover on account of System Integration services is not stated separately in the balance sheet then the bidder should provide a certificate from the appointed statutory auditor stating the turnover related to System Integration services.

The OEM should provide **explicit documentary evidence** for the following **in absence of which the proposal will be rejected**.

(i) be a reputed, established and reliable OEM or their authorized distributor in the field of manufacturing high-end enterprise class servers based on UNIX/LINUX platform.

(ii) have its own maintenance and support infrastructure facilities in India including but not limited to adequate technical manpower and support centers.

(iii) have at least 5 (five) years of proven experience of serving IT markets in India / abroad and should have at least 2 (two) installations in India of similar size.

**Only the commercial bid corresponding to the solution rated technically the best would be opened.**

### **WARRANTY PERIOD & PENALTY CHARGES:**

1 The Vendor will be responsible for the comprehensive maintenance of equipment supplied during the warranty period of three year contract after the acceptance of installation & testing of hardware. In case of default, Director, UPRIMS&R, Saifai will have the right to arrange maintenance at the risk and cost of vendor, from any other source and shall raise bills to vendor. The amount so spent will be deducted from the payment of vendor.

2. Appropriate unconditional Bank Guarantee of 10% of the ordered value of the Nationalised Bank should be submitted in favor of Finance Officer of the Institute for three year six months validity.

3 The vendor will also maintain the Equipment/ Services efficient running at all times during its warranty period. However, average uptime during a quarter should not be less than 95%. Even if a peripheral or part of the equipment supplied by BIDDER is not working, the system will be considered as down.

3 After warranty of 03 years, CMC would be executed @ 5% of value with 10% escalation each year. Bidders are advised to consent on the format of CMC enclosed. Any hike in rates of CMC (more than 5%) will be added with the basic cost of equipment to decide the L1 status.

## **DOCUMENTS PREPARED BY THE BIDDER TO BE THE PROPERTY OF THE CLIENT**

All plans, drawings, specifications, designs and other documents prepared by the BIDDER in the execution of the contract shall become and remain the property of the Institute, and before termination or expiration of this contract, the BIDDER shall deliver all such documents to the Institute under the contract along with the detailed inventory thereof.

### **CONFIDENTIALITY:**

The BIDDER or sub-contractor(s) and their personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or the client's business or operations without the prior written consent of the client.

### **FORCE MAJEURE :**

#### **1. Forced majeure shall mean and be limited to the following:-**

- (a) Any war/hostilities
- (b) Any riot or civil communication
- (c) Any earthquake, flood, tempest, lighting or other natural physical disaster.
- (d) Any strike, or lock up (Only those exceeding ten continuous days duration)

#### **Affecting the performance of the vendor's obligation.**

The seller shall advise the Institute by registered letter duly certified by local chamber of commerce of statutory authorities the and end of the above caused of delay within 7 days of occurrence and cessation of such forced majeure conditions, in the event of delay lasting over one month, if arising our caused of force majeure, the Institute reserve the right to cancel the order and the provisions governing termination state under articles shall apply.

For delays arising out of Forced majeure, the seller shall not claim extension in completion date for period exceeding the period of delay attributed to the causes of Force majeure and neither established that Force majeure conditions did actually exist.

The seller shall categorically specify the extent of force majeure conditions prevalent in his works (such as power restr ion etc.) at the time of submitting the bid & whether the same have taken into nsideration or not in the quotations. In the event of delay delivery and / or unsatisfactory manufacturing progress & supply, the Institute has the right to cancel the purchase order as whole or in part without liability for cancellation charges.

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

## **SPECIAL TERMS AND CONDITIONS FOR TENDERERS**

The following terms and conditions should be complied with while submitting tender:-

2. This Institute being a Premier Education and Research funded by Govt. of India, discount as applicable to Research Institutes / Educational Institutes may be provided in the quote
3. **Tenders should be submitted to the CAC Department, Room no. 144, Administrative Block, UPRIMS&R, Saifai, Etawah under the sealed cover.**
4. The tenderer should quote in figures as well as in words the rates and amount tendered. Alternation, if any unless legibly attested by the tenderers with their full signature shall invalidate the tender. The tender should be signed by the tenderer himself/themselves or their authorized agent on his/her/their behalf. In case the tender is signed by the agent the authority letter in his favour shall be enclosed with tender documents.
5. **Sealed tenders should be submitted in two-bid system consisting of earnest money, technical offer & price bid. Technical bid & earnest money deposit shall be submitted in first part while price bid be submitted in second part, both separately sealed.**
6. The earnest money deposit of ` 21,000/- should be in the shape of TDR/FDR, drawn in favour of the Finance Officer, UP RIMS&R payable at Saifai, valid for 12 months.
7. **The tenderers should take care that the rate and amount are written in such a way that interpolation is not possible. No blank space should be left, which would otherwise make the tender liable for rejection.**
8. **VAT Registration/ Service tax registration certificate duly attested copy by a Gazetted Officer should also be enclosed.**
9. Delivery/Job schedule with definite date of delivery at destination (RIMS&R Saifai) taking into cognizance of transit facility must be indicated. This contractual delivery date/period should be inclusive of all the lead time.
10. **The tenderer submitting his tender would be deemed to have considered and accepted all the terms and conditions. No enquiries, verbal or written shall be entertained in respect of acceptance or rejection of the tender.**

11. The quantity shown in the schedule may be increased or decreased depending upon the actual requirement.
12. **This Institute reserves the right to cancel/reject in        or any part of the tender, which generally do not fulfill the condition stipulated in the tender without assigning any reason thereof.**
13. Any action on the part of tenderer to influence any bo    of the Institute will make his/their tender liable for rejection.
14. **The tenderers shall submit the offer in original copy    the tender documents duly signed on each page. Item wise rate indicating units can be offered on letter head of the firm, in case, space printed on financial form is not sufficient.**
15. In case of placement of purchase order, the vendor (the tenderer whose tender is accepted) may comment on the purchase order with in 10 days from the date of dispatch of purchase order otherwise it will be deemed that offer is acceptable to the vendor. Notwithstanding any other provision, the terms and conditions and any other provision included, in the purchase order will be treated as binding with “Errors & Omissions Expected” basis. However, if the vendor notices of the order, he must bring the same in to the notice of Institute and seek    ifications with in the above stipulated time. Vendor will have to bear the responsibility for failure to take this action.
16. **Institute may in writing make any revision or change in the purchase order, including additions or deletions from the quantities originally ordered or in the specifications or drawing. If any such revisions/changes affect the price or delivery, the same shall be subject to the adjustment    price/delivery, wherever required on a reasonable basis by mutual agreement in        which should be communicated.**
17. The Institute (Through it’s Director or an officer nominated by him) reserves the right to cancel the purchase order or any part thereof shall be entitled to revise the contract wholly or in a part by written notice the vendor if:-
  - (a)    The vendor fails to comply with the terms and conditions of the purchase order including specifications and other technical requirement.
  - (b)    The vendor becomes bankrupt or goes into liquidation.
  - (c)    The vendor fails to deliver the goods in time and or does not replace the rejected goods promptly.
  - (d)    A receiver is appointed for any of the property owned by the vendor.
18. **Upon the receipt of the said cancellation notice, the        shall discontinue all works of the purchase order and matters connected with it.**

19. Supply order may issue as per requirement of the Institute. The supplier will have to supply ordered materials within 30 days from the date receipt of supply order or within the delivery time mentioned in the supply order.
20. **Unless otherwise specified in the order, the order price shall remain firm and will not be subject to escalation of any description during the dependency of the order, notwithstanding the change in the cost of material, labour and/or variations in the taxes. Duties and other levies on raw material and components he/they may take place while the order is under execution even if the execution of the order for any reason whatsoever.**
21. For indigenous good the price should be on FOR RIMS&R i Etawah basis inclusive of all levies and duties wherever applicable which should be indicated clearly. The rates of sales tax and service tax/U.P. Govt. Tax should be clearly indicated wherever chargeable. This Institute is not eligible to issue Form C or D.
22. **The offer of the tenderers shall remain valid for a period of one year from the date of opening of price bid.**
23. The institute may its option, reject such defective materials at the vendors expense in which event the vendor shall, without any cost to the and as promptly as possible, remove such materials and furnish and instal proper and acceptable material.
24. **In the event of delay delivery and/or unsatisfactory manufacturing progress and supply, the institute has the right to cancel the purchase order as whole or in part without liability for cancellation charges.**
25. Timely delivery as mentioned in purchase order shall be in the essence of the order and no variation shall be permitted except with prior orization in writing form the Institute.
26. **In the event of delay in making delivery on the part of the vendor, it will be at Institute discretion to receive delivery with a reduction in price of the article/or equipment.**
27. **No payment shall be made for rejected materials not the tenderer would be entitled to claim for such items.**
28. Rejected materials would be removed by the tenderer from the site within two weeks or the date of rejection at their own cost. In case they are not removed they will be auctioned at the risk and responsibility of the suppliers without any further notice.
29. **In case of not honouring the supply order, the Institute will have the right to impose penalty as deemed fit and to resort to make purchase at the suppliers cost and risk and his security deposit may be forfeited in favour of the Institute cost and risk.**

30. In the case of non-supply order stores within stipulated time, it will be at the discretion of the Institution to accept delivery with delivery clause @ 1% per week maximum to the extent of 10 % of the ordered value for delayed supply.
31. **Tenderer hereby agree to all terms and conditions stipulated in N.I.T. and undertakes to sign the rate contract or supply order with in the given days from the date of order failing which security shall be liable to be forfeited.**
32. Disputes and questions, if any, which arises between the Institute 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 representative right and obligations of the parties there under or as to any clause or thing herein contained or by reason of the supply 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 arbitrator ie President of the Institute/ Chief Secretary, Govt. Of Uttar Pradesh, or his nominee. Venue of such arbitration proceedings shall be the Institute or any place as decided by the sole arbitrator or his nominee. Arbitration and conciliation Act 1996 and rules made there under shall be applied to the proceedings under this c In case of any legal proceeding, Civil Court Etawah and Allahabad High Court at lucknow shall be adjudicating court.

R. K Basnet  
(A.C.P), CAC (IT)  
**UP RIMS&R, Saifai (Etawah)**

**Annexure I**

**FORMAT OF CMC**  
**Comprehensive Maintenance Contract**  
**AGREEMENT FOR AMC**

An agreement is hereby made on the \_\_\_\_\_ the day of \_\_\_\_\_ 2011 between **U.P. RURAL**

**INSTITUTE OF MEDICAL SCIENCES & RESEARCH, SAIFAI, (herein after referred to as**

**First Party) M/s \_\_\_\_\_, herein after referred to as second party) for Comprehensive Maintenance Contract (herein after referred to as CMC).**

Whereas the second party undertakes the maintenance of equipment as detailed in Annexure-A and supply of Genuine Spare parts thereof subject to following terms and conditions:-

1. **CMC VALUE:-** The value of CMC will be Rs. \_\_\_\_\_ per num exclusive of Service Tax. The expenditure on spare parts will be borne by the company.
2. **Period:-** The agreement will be for a period of one year initially. However it can be renewed on yearly basis subject to satisfactory performance and recommendation for the same by the nodal officer nominating by the Director of the Institute for maximum of five year. However the Institute is free to terminate this agreement after one year without assigning any reason.
3. **TAXES & DUTIES:-** Service Tax as applicable will be extra.
4. **Place:-** The place of maintenance of the equipment will be the \_\_\_\_\_ lation site UP RIMS&R Saifai. In the event of any major break down if repairs can not be carried out at the Institute, the defect will e got rectified \_\_\_\_\_ any centre as the second party thinks proper after approval of the Institute but dismantling, packing, rding, transportation and insurance charges etc, if any would be borne by the second part.
5. **Payment :-** Full payment would be released on yearly/half yearly basis on the recommendation of Head (s) of Department will certify. The firm is required to submit payment bills separately.
6. **Scope:-**
  - a. The equipment covered under this contract shall be repaired and rectified on site and when the same is reported to be put out of order. The cost of the genuine/original spares required for maintenance of the equipments shall be borne by the second party.
  - b. The Second party will ensure the five preventive maintenance (PM) of the equipments to check and repair of the equipments for preventive maintenance and attend any number of breakdown calls reported to them. The service engineer of the firm shall be required to submit a service report to the office of CAC of each visit duly counter signed by the HOD Concerned.
  - c. Spare parts requiring replacement which are required to be imported will have to be procured by the second party at his cost in accordance with the relevant provisions inforce at that time. Indian Agency Commissions/Technical service charges, if any would not be payable.
  - d. Second party's engineers will have to make entries in departmental log book for each equipment.

7. **Inflation charges :** The annual increase in value of annual maintenance contract/service charges will 10% of the original value of contract.
8. **Uptime :-** The second party shall guarantee 95% (Ninety Nine Percent) uptime of the equipments covered under this contract during any calendar year.
9. **Downtime:-** A breakdown for 2 (Two) hours of more in a day shall not be considered on the Institute.
10. **Penalty:-** Downtime period will be extended twice without any additional financial burden on the Institute.
11. In the event of any dispute or differences arising in with this agreement whether during substances of the agreement or thereafter not being settled in aforesaid manner, the matter shall be referred to the director of the In for appointing an arbitrator whose decision shall be final and binding on both the parties. The proceeding before the arbitrator would be govern by the provision of the ARBITRATION & CONCILIATION ACT, 1996.
12. No party shall be allowed to be represented by the lawyer during the contract period.

**Institute Side**

**Service Provider Side**